

MRP 12/4/00

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

DEC 4 2000

12-22-2000



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RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year
11 30 2000

Name (line 1) Biophan, LLC

Name (line 2) a New York Limited Liability Company

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1) LTR Antisense Technology, Inc.

Name (line 2) a New York Company

Address (line 1) 150 Lucius Gordon Drive, Suite 201

Address (line 2)

Address (line 3) West Henrietta

City

New York

State/Country

14586

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

12/22/2000 MTHAI1 00000055 5324643

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011347 FRAME: 0151

Correspondent Name and Address

Area Code and Telephone Number **716-624-5504**

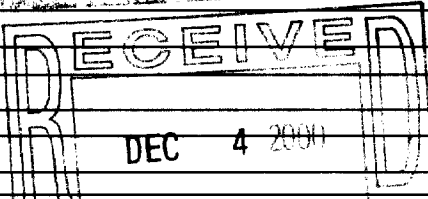
Name **Duane C. Basch, Esq.**

Address (line 1) **c/o Howard J. Greenwald, P.C.**

Address (line 2) **349 West Commercial Street - Suite 2490**

Address (line 3) **East Rochester, NY 14445-2403**

Address (line 4)



Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5324643	5580761	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **80.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Duane C. Basch, Esq.

Name of Person Signing

Signature

11/30/00
Date

ASSIGNMENT

WHEREAS, BIOPHAN, LLC, a company duly organized and existing under and by virtue of the laws of the State of New York and having a place of business at 150 Lucius Gordon Drive, Suite 201, West Henrietta, New York 14586 (hereinafter referred to as "**BIOPHAN**"), was assigned the entire right, title and interest of the named inventors in, to and under U.S. Patent No. 5,324,643 issued June 28, 1994 entitled **METHOD OF CONFERRING RESISTANCE TO RETROVIRAL INFECTION**, the underlying invention, any application directed thereto and any Letters Patent of the United States or foreign countries which may be obtained therefor, which assignment has been executed by an Officer of Greatbatch-Gen Aid, Ltd., a New York Corporation, (prior Assignee of Record) on November 29, 2000,; and

WHEREAS, BIOPHAN was assigned the entire right, title and interest of the named inventors in, to and under U.S. Patent No. 5,580,761 issued December 3, 1996 entitled **METHOD OF CONFERRING RESISTANCE TO IMMUNODEFICIENCY VIRAL INFECTION**, the underlying invention, any application directed thereto and any Letters Patent of the United States or foreign countries which may be obtained therefor, which assignment has been executed by an Officer of Technology Innovations, LLC., a New York Limited Liability Company, (prior Assignee of Record) on November 29, 2000,; and

WHEREAS, LTR ANTISENSE TECHNOLOGY, INC., a wholly owned subsidiary of **BIOPHAN** and a limited liability company duly organized and existing under and by virtue of the laws of the State of New York having a place of business 150 Lucius Gordon Drive, Suite 201, West Henrietta, New York 14586 (hereinafter referred to as "**LTR**"), is desirous of acquiring **BIOPHAN'S** entire right, title and interest in, to and under U.S. Patent Nos. 5,324,643 and 5,580,761, said underlying inventions, any application directed thereto and any Letters Patent of the United States or foreign countries which may be obtained therefor.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that in consideration for One Dollar (\$1.00) and other good and valuable consideration from **LTR** received by **BIOPHAN**, aforesaid, the receipt of which is hereby acknowledged, the parties hereby agree as follows: **BIOPHAN** does hereby sell, assign, transfer and set over unto **LTR**, its successors, assigns, or other legal representatives, the entire right, title and interest of **BIOPHAN** in, to and under the aforesaid United States Letters Patent and the underlying inventions disclosed therein and in, to and under any reissue, reexamination, divisional, continuing, or substitute application thereof or any corresponding application filed in

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a foreign country together with all rights of priority in and to said inventions and discoveries in all foreign countries, and **BIOPHAN** does hereby sell, assign, transfer and set over unto **LTR**, its successors, assigns or other legal representatives, **BIOPHAN'S** full right to sue for and recover all profits and damages recoverable for the past infringement of the aforesaid United States Letters Patent, and **BIOPHAN** does hereby further agree to execute and/or have executed without further consideration any further documents or other applications for patents of any country, that may be deemed necessary by **BIOPHAN** fully to secure for **BIOPHAN** its interest as aforesaid in and to said inventions, applications and/or Letters Patent and to enforce its rights therein.

This Assignment and a Security Agreement dated of even date herewith and executed by the parties contains the entire agreement made by the parties in respect of the subject matter hereof; and no prior or subsequent representations, warranties or agreements shall waive, modify or amend the same unless made in writing and executed with the same formalities as this Agreement.

This Assignment shall be binding upon **BIOPHAN**, and all its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, **BIOPHAN** has caused this instrument to be executed by its duly authorized representative on this 30 day of November, 2000.

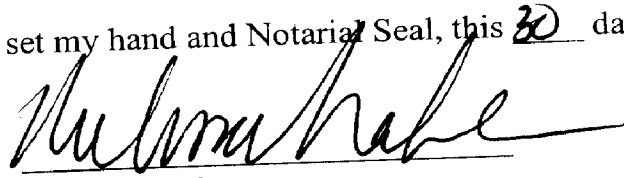
BIOPHAN, LLC

By: 
Michael Weiner, CEO

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

I, Melissa Mahler, a Notary Public in and for the county and state aforesaid, do hereby certify that Michael Weiner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the CEO of Biophan, LLC and as his free and voluntary act for the uses and purposes therein set forth, and that he was duly authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 30 day of November, 2000.


Notary Public

MELISSA A. MAHLER
Notary Public, State of New York
Monroe County
No. 02MA6019761
Commission Expires Feb. 16, 20 01

RECORDED: 12/04/2000

PATENT
REEL: 011347 FRAME: 0154