

01-16-2001

Form PTO-1595
6-93U.S. Department of Commerce
Patent and Trademark Office

101582637

To the Honorable Commissioner of Patents and Trademarks or copy thereof.

1. Name of conveying party(ies):

- (a) Thomas J. Gardella
(b) Henry M. Kronenberg
(c) John T. Potts, Jr.
(d) Harald Jüppner

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Dates: (a) 09/19/00 (b) 09/21/00
(c) 09/28/00 (d) 09/20/00

Name and address of receiving party(ies):

Name: The General Hospital Corporation
Street Address: 55 Fruit Street
City: Boston State: MA Zip Code: 02114
Country: USA

Additional name(s) & address(es) attached? ☐ yes ☒ no

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s).

09/672,020

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Steven R. Ludwig, Esq.

Street Address: 1100 New York Ave., N.W.
Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

DO NOT USE THIS SPACE

9. 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.

Steven R. Ludwig

Name of Person Signing
Registration No. 36,203

Signature

Date

Total number of pages including cover sheet, attachments and document 9

OMB NO. 0651-0011 (exp.4/94)

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

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): (1) Thomas J. Gardella, (2) Henry M. Kronenberg, (3) John T. Potts, Jr. and (4) Harald Jüppner, the undersigned inventor(s) hereby sell(s) and assign(s) to The General Hospital Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Polypeptide Derivatives of Parathyroid Hormone (PTH)
for which application(s) for patent in the United States of America has (have) been executed by
the undersigned on (1) 9-19-67 (2)
(3) (4) (also
known as United States Application No. (to be assigned), filed (to be filed)), in any
and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part
(a), including continuing applications, reissues, extensions, renewals and reexaminations of the
patent application or Letters Patent therefor listed above in part (a), to the full extent of the term
or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any
and all forms of intellectual and industrial property protection derivable from such patent
application, and that are derivable from any and all continuing applications, reissues, extensions,
renewals and reexaminations of such patent application, including, without limitation, patents,
applications, utility models, inventor's certificates, and designs together with the right to file
applications therefor; and including the right to claim the same priority rights from any previously
filed applications under the International Agreement for the Protection of Industrial Property, or
any other international agreement, or the domestic laws of the country in which any such
application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal
representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed
by the Assignor had this assignment and sale not been made.

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application(s) thereof and also to execute separate assignments in connection with such application(s) as the
Assignee may deem necessary or expedient.

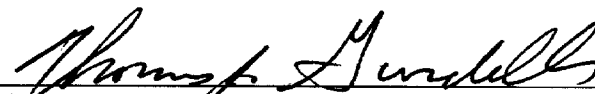
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Assignee in every way possible in obtaining evidence and going forward with such interference or patent
enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest
herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912;
Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021;
Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944;

Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: X 9-19-00 Signature of Inventor: 
Thomas J. Gardella

Date: _____ Signature of Inventor: _____
Henry M. Kronenberg

Date: _____ Signature of Inventor: _____
John T. Potts, Jr.

Date: _____ Signature of Inventor: _____
Harald Jüppner

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: _____ Signature of Inventor: _____
Thomas J. Gardella

Date: 9-21-00 Signature of Inventor: Henry M. Kironenberg
Henry M. Kironenberg

Date: _____ Signature of Inventor: _____
John T. Potts, Jr.

Date: _____ Signature of Inventor: _____
Harald Jüppner

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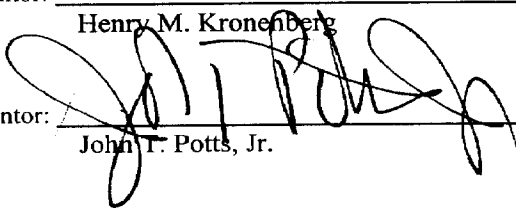
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