

1-19-01

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FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

COMMERCE mark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) (date executed):

Catherine Burgess (01/10/01) Richard A. Shirkets (01/10/01) Corine Vernet (01/10/01) Ferenc Boldog (01/10/01) Meijia Yang (01/10/01) William J. LaRochelle (01/10/01) Stacey Minskoff ((01/10/01)

2. Name and address of receiving party(ies)

Name: CuraGen Corporation Internal Address: Intellectual Property Department Street Address: 555 Long Wharf Drive, 11th Floor New Haven, CT 06511

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

- [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

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):

09/675,016 filed September 28, 2000

B. Patent No(s):

Additional numbers attached? [] Yes [X] No

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

Name: Ivor R. Elrifi Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. One Financial Center Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00 [X] Enclosed [] The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 15966-574 (CURA-74).

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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.

Kristin E. Konzak, Reg. No. 48,848

January 19, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [6]

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT Commissioner of Patents and Trademarks Washington, D.C. 20231

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ASSIGNMENT

We, **Catherine Burgess, Richard A. Shimkets, Ph.D., Corine Vernet, Ph.D., Ferenc L. Boldog, Ph.D., Meijia Yang, Ph.D., William J. La Rochell, and Stacey Minskoff, Ph.D.**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CuraGen Corporation**, a Delaware corporation, with offices at **555 Long Wharf Drive, 13th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

NOVEL HEPATOMA-DERIVED GROWTH FACTOR-LIKE PROTEINS, POLYNULCEOTIDES ENCODING THEM AND METHODS OF USE

filed with the U.S. Patent and Trademark Office on **September 28, 2000** and assigned Serial No. 09/675,016, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

APPLICANTS: Burgess et al.

FILING DATE: September 28, 2000

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 01-10-01
Signature of: Catherine Burgess

State of Connecticut
Country of United States

Subscribed and sworn to before me this 10 day of 01/01

Notary Public
My commission expires
JENELL MARIE LAWSON
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2004

Date: 1/10/01
Signature of: Richard A. Shimkets, Ph.D.

State of Connecticut
Country of United States


Subscribed and sworn to before me this 10 day of January 2001

Notary Public
My commission expires
JENELL MARIE LAWSON
NOTARY PUBLIC
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APPLICANTS: Burgess et al.

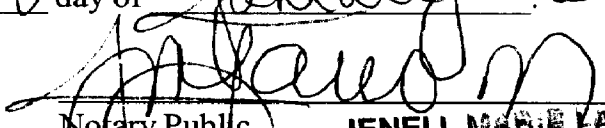
FILING DATE: September 28, 2000

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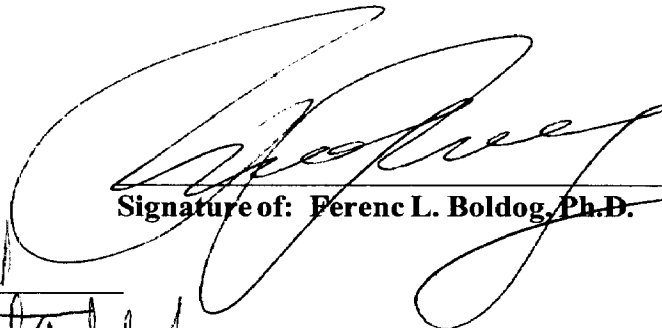

Signature of: Corine Vernet, Ph.D.

State of Connecticut
Country of United States

Subscribed and sworn to before me this 10 day of January '02

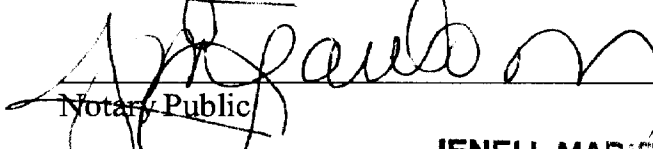

Notary Public **JENELL MARIE LAWSON**
NOTARY PUBLIC
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My commission expires _____

Date: 1/10/01


Signature of: Ferenc L. Boldog, Ph.D.

State of Connecticut
Country of United States

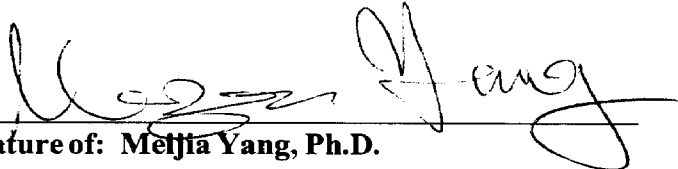
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My commission expires _____

APPLICANTS: Burgess et al.

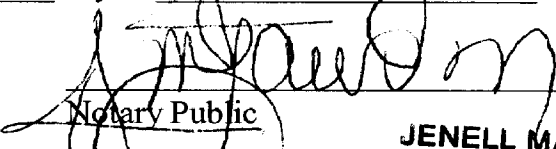
FILING DATE: September 28, 2000

Date: 01/10/01



Signature of: Meljia Yang, Ph.D.

State of Connecticut
Country of United States

Subscribed and sworn to before me this 10 day of January '02

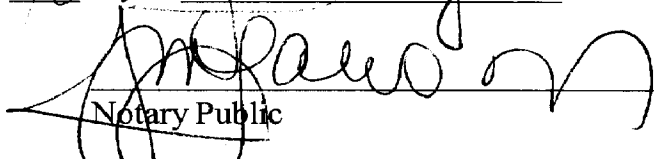

Notary Public
JENELL MARIE LAWSON
NOTARY PUBLIC
My commission expires ~~MY COMMISSION EXPIRES FEB. 28, 2004~~

Date: 01/10/01


Signature of: William J. LaRochelle

State of Connecticut
Country of United States

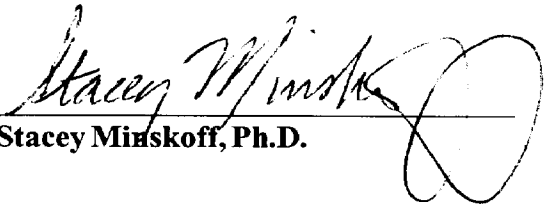
Subscribed and sworn to before me this 10 day of January '02


Notary Public
JENELL MARIE LAWSON
NOTARY PUBLIC
My commission expires ~~MY COMMISSION EXPIRES FEB. 28, 2004~~

APPLICANTS: **Burgess et al.**

FILING DATE: **September 28, 2000**

Date: 01/16/01

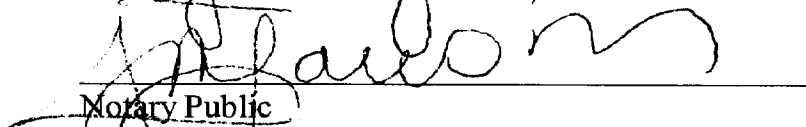


Signature of: **Stacey Minskoff, Ph.D.**

State of Connecticut

Country of United States

Subscribed and sworn to before me this 10 day of January 2001.



Notary Public

JENELL MARIE LAWSON

My commission expires **NOTARY PUBLIC**

MY COMMISSION EXPIRES FEB. 29, 2002

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