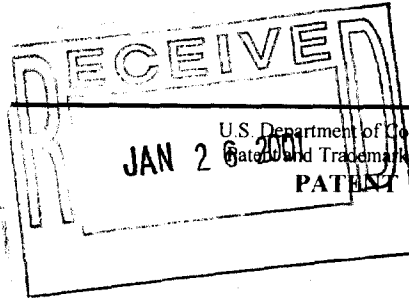


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- Assignment
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Attorney Docket No. STEN.P0002

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Execution Date MMDDYYYY

Name (1st party) Chang, Paul Joseph, M.D.

Name (2nd party) McCurtain, Benjamin J.

Name (3rd party) _____

Name (4th party) _____

02282000

04282000

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Name University of Pittsburgh -

Name of the Commonwealth System of Higher Education

Address 4200 Fifth Avenue

Address _____

Address Pittsburgh, PA 15260

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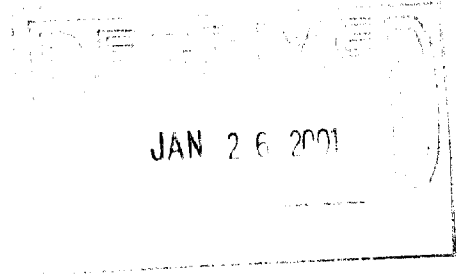
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PATENT REEL: 011468 FRAME: 0061

Correspondent Name and Address

Name: John Stattler
Address: Stattler Johansen & Adeli LLP
P.O. Box 51860
Palo Alto, California 94043-0728
Telephone Number: (650) 934-0470, ext. 100
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Number of Properties

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1

Fee Amount

Fee Amount for Propeties Listed (37CFR3.41) \$

40.00

Method of Payment: Enclosed Deposit Account

Deposit Account

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

Deposit Account Number:

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Authorization to charge additional fees: Yes No

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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.

John Stattler
Name of Person Signing

John Stattler
Signature

1/23/01
Date

WHEREAS the University of Pittsburgh – of the Commonwealth System of Higher Education (hereinafter termed "Assignee"), a non-profit corporation of the State of Pennsylvania, having a place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.


2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date of Execution of Declaration for Patent Application: 2/28/00

(1) Name: Paul Joseph Chang, M.D.

(1) Signature: 

Date of Execution of Declaration for Patent Application: 4/28/00

(2) Name: Benjamin J. McCurtain

(2) Signature: 