

02-01-2001

et No. 15966-562 (CURA-62)



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

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-22-01

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cynthia Green, Victor Kotelianski, Antonin de Fougerolles,
John Carulli and Catherine Hession

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

2. Name and address of receiving party(ies)

Name: CuraGen Corporation

Internal Address: 555 Long Wharf Drive, 11th Floor
New Haven, CT 06511

Street Address: 555 Long Wharf Drive, 15th Floor
New Haven, CT 06511

3. Nature of conveyance:

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

Execution Date: December 20, 2000, January 8, 2001, January 4, 2001,
January 10, 2001, January 4, 2001, respectively.

Additional name(s) & address(es) attached? [] Yes [X] 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):

09/651,200

B. Patent No(s):

Additional numbers attached? Yes 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
- Enclosed
 - The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 15966-562 (CURA-62).

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.

Christina V. Karnakis
Signature

1/22/01

January 22, 2001

Christina V. Karnakis, Reg. No. 45,899

Total number of pages including cover sheet, attachments, and document: [8]

02/01/2001 6TOM11 00000034 09651200

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40.00 OP

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

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

TRADOCS:1427445.1(%LF901!.DOC)

ASSIGNMENT

I, Cynthia Green, Victor Kotelianski, Antonin de Fougérolles, John Carulli and Catherine Hession, 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, 11th 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 POLYNUCLEOTIDES EXPRESSED IN ACTIVATED T-LYMPHOCYTES AND PROTEINS ENCODED THEREBY

filed with the U.S. Patent and Trademark Office on August 30, 2000 and assigned Serial No. 09/651,200, 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.

I 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.

I 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.

I 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.

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

I 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: 12/20/00

Cynthia D. Green
Signature of: Cynthia Green

State of Connecticut

Country of United States

Subscribed and sworn to before me this 20th day of December 2000

[Signature]
Notary Public
My commission expires _____.

Date: _____
Signature of: Victor Kotelianski

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____.

Date: _____
Signature of: Antonin de Fougerolles

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date: _____
Signature of: John Carulli

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date: _____
Signature of: Catherine Hession

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

ASSIGNMENT

I, Cynthia Green, Victor Kotelianski, Antonin de Fougerolles, John Carulli and Catherine Hession, 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, 11th 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 POLYNUCLEOTIDES EXPRESSED IN ACTIVATED T-LYMPHOCYTES AND PROTEINS ENCODED THEREBY

filed with the U.S. Patent and Trademark Office on August 30, 2000 and assigned Serial No. 09/651,200, 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.

I 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.

I 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.

I 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.

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

I 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: _____
Signature of: **Cynthia Green**
State of _____
Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____.

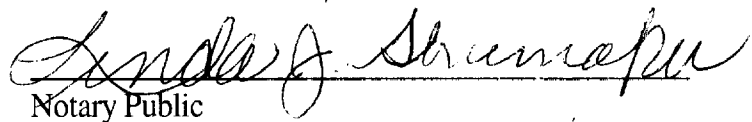
Date: 1/8/01



Signature of: **Victor Kotelianski**

COMMONWEALTH
State of MASSACHUSETTS
Country of MIDDLESEX, SS.

Subscribed and sworn to before me this 8th day of JANUARY, 2001



Notary Public
My commission expires 08/03/01.

Date: January 4, 2001

Antonin de Fougerolles
Signature of: **Antonin de Fougerolles**

State of Massachusetts

Country of United States of America

Subscribed and sworn to before me this 4th day of January, 2001.

Linda J. Shumaker
Notary Public

My commission expires 08/03/01.

Date: 1/10/2001

John Carulli
Signature of: **John Carulli**

~~COMMONWEALTH~~
State of MASSACHUSETTS

Country of MIDDLESEX, SS

Subscribed and sworn to before me this 10th day of JANUARY, 2001.

Linda J. Shumaker
Notary Public

My commission expires 08/03/01.

Date: JANUARY 4, 2001

Catherine Hession
Signature of: **Catherine Hession**

~~COMMONWEALTH~~
State of MASSACHUSETTS

Country of MIDDLESEX

Subscribed and sworn to before me this 4th day of JANUARY.

Linda J. Shumaker
Notary Public

My commission expires 08/03/01.