

06-04-2001

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Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Nicholas Farrell

Re
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2. Name and address of receiving party(ies):

Name: Virginia Commonwealth University

Internal Address: _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Street Address: 1101 East Marshall Street

City: Richmond State: Va ZIP: 23298

Execution Date: September 5, 2000

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

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

09/654,882

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Ruth Tyler-Cross

Internal Address: McGuireWoods, LLP

Street Address: 1750 Tysons Boulevard, Suite 1800

City: McLean State: Va ZIP: 22102

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

23-1951

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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.

Ruth Tyler-Cross

May 30, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

PATENT



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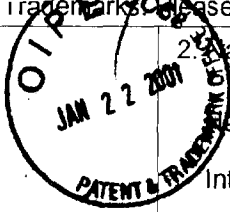
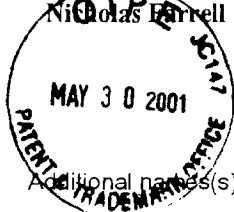
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Nicholas Farrell

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Internal Address: _____



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Michael E. Whitham

01/22/01

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

PATENT

ASSIGNMENT OF INVENTION

WHEREAS I, Nicholas Farrell of Richmond, Virginia, have invented certain new and useful improvements in an invention entitled: TRANSPLATINUM COMPLEXES AS CYTOTOXIC AND ANTICANCER AGENTS, for which a United States Patent Application is being concurrently filed; and

WHEREAS, Virginia Commonwealth University, a corporate instrumentality of the Commonwealth of Virginia, hereinafter referred to as UNIVERSITY, is desirous of acquiring certain rights thereunder; and

WHEREAS, the invention was made using facilities and resources controlled by the UNIVERSITY; and

WHEREAS, Virginia Commonwealth University's Intellectual Properties Policy, which applies to me as an employee of Virginia Commonwealth University pursuant to Section 23-4.3.B of the CODE OF VIRGINIA, provides among other things, that inventions made using facilities and resources controlled by the UNIVERSITY become the property of the UNIVERSITY and that UNIVERSITY employees-inventors are obligated to assign their rights in the invention and any patent application(s) and any patent(s) issued thereon to the UNIVERSITY.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, I agree to and do hereby sell, assign and transfer unto said UNIVERSITY the entire right, title and interest in and throughout the United States of America (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole or in part, renewal, reissue or other patent applications based thereon, and based upon said invention, together with the right of said UNIVERSITY to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of priority right provided by the International Convention of 1883, as amended to date, and any such priority right:

TO BE HELD AND ENJOYED BY said University, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND I do hereby authorize and request the Commissioner of Patents to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said UNIVERSITY;

AND I hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-whole or in part, substitute, renewal, reissue, or other applications for patents for any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patent of any of them;

AND in addition I agree that any and all from the sale, assignment, transfer, licensing or use of said invention, whether patented or not, which are received by the said UNIVERSITY shall be the property of the UNIVERSITY with the understanding that I will receive a percentage of said royalties, rents, payments or receipts pursuant to and in accordance with the Virginia Commonwealth University Intellectual Properties Policy as adopted May 20, 1988, or as amended or superseded thereafter;

AND I do hereby covenant for myself and my legal representatives and agree with said UNIVERSITY, its successors and assigns that I have granted no right or license to make, use or sell said invention to anyone except said UNIVERSITY, that prior to the execution of this deed my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this 15th day of September 2000.


Nicholas Farrell