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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101745127

Attorney Docket No. UCB 97-081

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

1. Name of conveying party(ies):

Gerald M. Rubin

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name

Other: _____

Execution Date: October 7, 1997

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

Name: Howard Hughes Medical InstituteAddress: 4000 Jones Bridge RoadChevy Chase, MD 20815Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s) Filed herewith

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard Aron Osman, Ph.D.Address: Science & Technology Law Group75 Denise DriveHillsborough, CA 94010

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00☒ Enclosed☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

19-0750

(Attach duplicate copy of this page if paying by deposit account)

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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.*Rebecca Graff
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ASSIGNMENT

Assignment made 7 OCT, 1997 by Gerald M. Rubin, Ph.D. ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others, invented "Protease That Cleaves Notch" (described in a disclosure entitled "KUZBANIAN Controls Proteolytic Processing of NOTCH and Mediates Lateral Inhibition During Drosophila and Vertebrate Neurogenesis") which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United States patent applications (including, without limitation, the provisional patent application entitled "KUZ, a Novel Family of Metalloproteases," serial no. 60/019,390, filed in the United States Patent and Trademark Office on July 23, 1997, the patent application of the same title filed in the United States Patent and Trademark Office on August 27, 1997, and the PCT patent application of the same title filed on August 27, 1997), and all corresponding foreign patent applications which are directed to the Invention, and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on Inventor and his heirs, personal representatives and assigns.

4. Warranty. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the inventor to make the assignment contained herein.

Inventor: _____

Gerald M. Rubin, Ph.D.

State of California

County of ALAMEDA

Then personally appeared before me the above-named Gerald M. Rubin and acknowledged that he executed the foregoing instrument as his free act and deed this 8th day of October 1997.

(SEAL)



V. K. CHOPRA

Notary Public

(print name)

My Commission expires 11 / 03 / 2000

University of California, Berkeley UC B97-081
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