06-12-2001



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

	10174512	Attorney Docket No. UCB 97-0
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Name of conveying party(ies): Gerald M. Rubin	Na	ame and address of receiving party(ies): ame: Howard Hughes Medical Institute dress: 4000 Jones Bridge Road Chevy Chase MD 20815
Additional name(s) of conveying party(ies) attached	ed? [] Yes [x] No	CHEVY CHASE, WIT ZUZI S
3. Nature of conveyance: [x] Assignment [] Security Agreement [] Other:		ditional name(s) & address(es) attached? [] Yes [x] No
Execution Date: October 7, 1997		
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should be mailed:		
Name: Richard Aron Osman, Ph.D. Address: Science & Technology Law Group	7. To	tal fee (37 CFR 3.41): \$40.00
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ASSIGNMENT

Assignment made 70ct 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:

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," scrial 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.

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- 2. <u>Cooperation</u>. 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. <u>Parties.</u> 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. <u>Warranty</u>. 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:

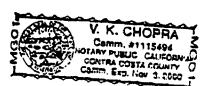
Gerald M. Rubin, Ph.D.

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 3 day of coercities 1997.

(SEAL)



_Notary Public

Y- K. CHOPRA

(print name)

My Commission expires 11 / 63/2000

University of California, Berkeley UC B97-081 HHM1 01013

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