

06-25-2001



U.S. DEPARTMENT OF COMMERCE

3 SHEET

Patent and Trademark Office

To the Honorable Commissioner of P.

101758470

attached original documents or copies thereof.

1. Name of conveying party(ies):

- 1) Michael J. Gallagher
- 2) Loyd H. Burgess
- 3) Kurt R. Brunden

MRD
6-18-01

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

Gliatech, Inc.
23420 Commerce Park Road
Cleveland, OH 44122

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

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

6-18

Execution Dates: 1. March 19, 2001 2. May 22, 2001
3. March 19, 2001

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)

09/191,468

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Janet M. McNicholas
McAndrews, Held & Malloy
500 West Madison Street
34th Floor
Chicago, Illinois 60661

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

8. Deposit account number: 13-0017

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

06/22/2001 TDI A21 00000066 09191468

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1 FC:581

40.00 DP

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.

Signature and Registration Number: Janet M. McNicholas 32,918Date: June 15, 2001Name of Person Signing: Janet M. McNicholas

Total number of pages including cover sheet, attachments and document: 10

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Box Assignments, Assistant Commissioner for Patents, Washington, D.C. 20231, on this date: June 15, 2001.

By:

Janet M. McNicholas
Janet M. McNicholas, Registration No. 32,918

PATENT

REEL: 011908 FRAME: 0938

A S S I G N M E N T

Serial No: 09/191,468
Filed: November 12, 1998
Title: HUMAN GLYCINE TRANSPORTER TYPE 2

For one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to Gliatech, Inc., a corporation, 23420 Commerce Park Road, Cleveland, OH 44122, (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on , and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrants himself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors

and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Witness my hand this 19th day of March, 2001.

Michael J. Gallagher
Michael J. Gallagher

STATE OF Ohio)
)
COUNTY OF Cuyahoga) SS.

I, Vicki L. Gibson, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Gallagher personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of March, 2001.

Vicki L. Gibson
Notary Public

(SEAL)

My commission expires: 3/19/2006

Witness my hand this ___ day of _____, 2001.

Lloyd H. Burgess

STATE OF)
)
COUNTY OF) SS.

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2001.

Notary Public

(SEAL)

My commission expires: _____

Witness my hand this ____ day of _____, 2001.

Kurt R. Brunden

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid,
do hereby certify that _____ personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed
for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2001.

Notary Public

(SEAL)

My commission expires: _____

ASSIGNMENT

Serial No: 09/191,468
Filed: November 12, 1998
Title: HUMAN GLYCINE TRANSPORTER TYPE 2

For one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to Gliatech, Inc., a corporation, 23420 Commerce Park Road, Cleveland, OH 44122, (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on , and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

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and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Witness my hand this ____ day of _____, 2001.

Michael J. Gallagher

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2001.

Notary Public

(SEAL) My commission expires: _____

Witness my hand this ____ day of _____, 2001.

Loyd H. Burgess
Loyd H. Burgess

STATE OF Maryland)
) SS.
COUNTY OF Howard)

I, Debbie S. Garcia, a Notary Public in and for the County and State aforesaid, do hereby certify that Loyd H. Burgess personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of May, 2001.

Debbie S. Garcia
Notary Public

(SEAL)

DEBBIE S. GARCIA
NOTARY PUBLIC STATE OF MARYLAND
My commission expires: My Commission Expires December 11, 2004

Witness my hand this ____ day of _____, 2001.

Kurt R. Brunden

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid,
do hereby certify that _____ personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed
for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2001.

Notary Public

(SEAL)

My commission expires: _____

ASSIGNMENT

Serial No: 09/191,468
Filed: November 12, 1998
Title: HUMAN GLYCINE TRANSPORTER TYPE 2

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The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

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For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors

and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Witness my hand this ____ day of _____, 2001.

Michael J. Gallagher

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2001.

Notary Public

(SEAL)

My commission expires: _____

Witness my hand this ____ day of _____, 2001.

Loyd H. Burgess

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2001.

Notary Public

(SEAL)

My commission expires: _____

Witness my hand this 19 day of MARCH, 2001.

Kurt R. Brunden
Kurt R. Brunden

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA

I, Susan Cothren, a Notary Public in and for the County and State aforesaid,
do hereby certify that Kurt R. Brunden personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of March, 2001.

Susan Cothren
Notary Public

{SEAL}

My commission expires: _____

SUSAN COTHREN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2005