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Rev. 6-93)
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SHEET U.S. DEPARTMENT OF COMMERCE
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):

The Ohio State Research Foundation

6250)

2. Name and address of receiving party(ies)

Name: Jessie L. Au

Internal Address: 2287 Palmleaf Court

Street Address: JUN 29 2001

City: Columbus State: Ohio ZIP: 43235

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

Execution Date: March 8, 1999

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)
09/177,260

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Peter C. Lauro, Esq.

Internal Address: Lahive & Cockfield, LLP

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

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:

12-0080

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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.

Peter C. Lauro, Esq.
Name of Person Signing

Signature

June 27, 2001
Date

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

6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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

Name: M. Guill Wientjes

Internal Address: 2287 Palmleaf Court

Street Address: _____

City: Columbus State: Ohio ZIP: 43235

INVENTION ASSIGNMENT AGREEMENT

This Agreement is entered into on 8 March, 1999 between The Ohio State University Research Foundation ("OSURF"), and Jessie L. Au, and M. Guill Wientjes, both employed by The Ohio State University ("INVENTORS").

INVENTORS have participated in the creation of an INVENTION, described in detail in Exhibit A, attached to and incorporated into this Assignment Agreement, titled, "Methods for Treating Superficial Bladder Carcinoma" 98ID71F, now U.S. patent application 09/177,260 ("INVENTION");

OSURF has determined that it is in the best interest of OSURF and INVENTORS for OSURF to assign to INVENTORS all right, title and interest OSURF may have now in such INVENTION and for OSURF to waive any future ownership interest in the INVENTION, subject to the rights reserved below.

OSURF and INVENTORS therefore agree as follows:

1. OSURF assigns to INVENTORS all of OSURF's right, title and interest to all copyrights, patents, existing patent applications, and future patent applications covering the INVENTION, and waives any future ownership interest OSURF may otherwise have in such INVENTION and INVENTORS accept such assignment.
2. INVENTORS represent that they are the only INVENTORS of the INVENTION who are employees of The Ohio State University. The INVENTORS understand and acknowledge that, if other individuals not employed by OSURF contributed to the INVENTION, then INVENTORS' rights in the INVENTION are subject to the rights of such individuals. INVENTORS further understand and acknowledge that their ability to fully own and control the INVENTION is contingent upon INVENTORS' ability to obtain assignments from the other inventors, assigning full ownership and control of those additional contributions to INVENTORS, without cost to OSURF and agreement from the federal government which has certain rights to the INVENTION.
3. INVENTORS understand that INVENTION is being assigned to them for their own personal activities. OSURF does not have any responsibility to further develop the INVENTION, and OSURF shall not be obligated to expend any additional funds, equipment, facilities or other resources, including for any patenting expenses. INVENTORS shall not use any OSURF funds, equipment, facilities, or other resources to develop or support the INVENTION after execution of this Assignment Agreement.
4. In consideration for such assignment, INVENTORS agree to waive the income share to which they would be entitled as an INVENTOR under the OSURF Policy on Patents and Copyrights and to pay to OSURF a percentage of all INVENTORS' compensation, transfer fees, license payments, royalty income, or amounts received by INVENTORS from optionees, licensees or sublicensees of the INVENTIONS (collectively "Royalties"). INVENTORS shall

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pay OSURF twenty-five percent (25%) of all net Royalties received by INVENTORS until all of OSURF's patenting expenses, if any, have been reimbursed after which INVENTORS will pay OSURF ten percent (10%) of all net Royalties received by INVENTORS. The royalty rate provisions of this Agreement shall be amended to conform with all future policies pertaining to royalty distributions under the OSURF Patents and Copyrights Policy, but shall not exceed ten percent (10%) of all net royalties received by INVENTORS.

Payments to OSURF under this section shall be made quarterly and within sixty (60) days of the end of the months of March, June, September, and December and shall include true and accurate reports of total amounts due OSURF from the preceding three month period.

5. INVENTORS shall regularly keep full, true, and accurate books of account containing all particulars that may be necessary to show the amounts payable to OSURF.

INVENTORS, within thirty (30) days after December 31 of each year following the date of execution of this Agreement, shall deliver to OSURF true and accurate reports of total Royalties due OSURF from the preceding twelve month period. These reports shall include at least the following, to be itemized per product and process covered by the INVENTION:

- a) Number of licensed products and licensed processes commercially used or sold by INVENTORS, their agents, licensees or sublicensees;
- b) Total income from all licensees and sublicensees, including option fees and due diligence payments;
- c) Names and addresses of all licensees and sublicensees of INVENTORS or business entities selling licensed products or processes; and

For the term of this Agreement, upon receipt of thirty days (30) prior written notice, INVENTORS shall allow OSURF or its agents to inspect the books and records necessary for verifying INVENTORS', their agents', licensees', or sublicensees' income statements relative to the INVENTION. Should such inspection lead to the discovery of a greater than five percent (5%) discrepancy in reporting and this discrepancy is to OSURF's detriment, then INVENTORS shall be responsible for all costs, expenses and attorneys fees, if any, of auditing and rectifying same, which monies shall be payable within sixty (60) days notice from OSURF.

6. With each report submitted under Paragraphs 4 or 5 above, INVENTORS shall pay to OSURF the sums due and payable under this Agreement. If no payments shall be due, INVENTORS shall so report. Payment shall be made payable to the "The Ohio State University Research Foundation" and sent with the report to:

Office for Technology Licensing
The Ohio State University
Attn: Director
1960 Kenny Road
Columbus, OH 43210-1063

7. INVENTORS grant to OSURF a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to use INVENTION and any improvements to INVENTION for research and educational purposes.

8. This Agreement may not be assigned by INVENTORS without OSURF's prior written consent.

9. This Agreement shall be governed by Ohio law.

10. INVENTORS shall be severally liable for their individual noncompliance with the terms of this Assignment. INVENTORS agree that any damages or debts incurred by OSURF as a result of INVENTORS' noncompliance shall be recoverable by OSURF against INVENTORS' payroll income, as provided by applicable law, when such damages or debt are created.

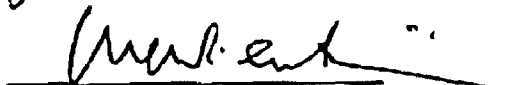
11. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OSURF, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY OSURF THAT THE PRACTICE BY INVENTORS OF THE INVENTION GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL OSURF, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER OSURF SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

12. This Agreement shall be effective when executed by OSURF and INVENTORS and shall terminate at the expiration of all patents or copyrights, including continuing applications, which cover the INVENTION.

INVENTORS




Jessie L. Au



M. Guill Wientjes

**THE OHIO STATE UNIVERSITY
RESEARCH FOUNDATION**



David N. Allen, Ph.D.
Director, Office for Technology
Licensing