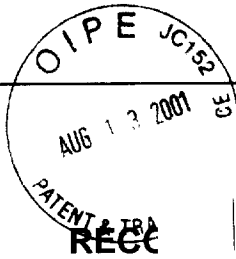


FORM PTO-1619A



08-17-2001

U.S. Department of Commerce
Patent and Trademark Office
PATENT



RET

101815161

8-13-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID# _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

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

Conveying Party(ies)

Name (line 1) UNIVERSITY OF UTAH
 Name (line 2)
Second Party
 Name (line 1)
 Name (line 2)

Mark if additional names of conveying parties attached

Execution Date
08/10/2001

Execution Date

Receiving Party

Name (line 1) UNIVERSITY OF UTAH RESEARCH FOUNDATION
 Name (line 2) a non-profit organization of the State of Utah
 Address (line 1) 615 Arapeen Drive
 Address (line 2) Suite 110
 Address (line 3) Salt Lake City, Utah 84108

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the U.S., an appointment of domestic representative is attached.

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name:
 Address (line 1): Rothwell, Figg, Ernst & Manbeck
 Address (line 2): 555 13th St., N.W.
 Address (line 3): Suite 701-East
 Address (line 4): Washington, D.C. 20004

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Correspondent Name and Address

Area Code and Telephone Number: 202/783-6040

Name: IHNEN, Jeffrey L., Reg. No. 28,957
Address (line 1): Rothwell, Figg, Ernst & Manbeck
Address (line 2): 555 13th St., N.W.
Address (line 3): Suite 701-East
Address (line 4): Washington, D.C. 20004**Pages**Enter the total number of pages of the attached conveyance document
including any attachments

one (1)

Application Number(s) or Patent Number(s)

[] Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property)

Patent Application Number(s):

Patent Number(s):

09/749,637

If this document is being filed together with a new Patent Application, enter the date of the patent application was signed by the first named executing inventor.**Patent Cooperation Treaty (PCT)**Enter PCT application Number
only if a U.S. Application Number
has not been assigned

PCT

Number of Properties

Enter the total number of properties involved. # one (1)

Fee Amount

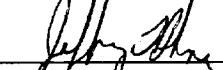
Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account Credit Card

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 02-2135

Authorization to charge additional fees: Yes No **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. Charges to deposit account are authorized, as indicated herein.***

Name of Person Signing

Jeffrey L. Ihnen

Signature

13 August 2001

Date

Registration No. 28,957

Docket No. 2314-227

2314-227

ASSIGNMENT

WHEREAS, UNIVERSITY OF UTAH, a non-profit institution duly organized under the laws of the state of Utah, with a place of business at 615 Arapahoe Drive, Suite 110, Salt Lake City, Utah 84108 (hereinafter referred to as "Assignor") is the owner, by virtue of an assignment executed by co-inventors Baldomero M. OLIVERA, G. Edward CARTIER, Maren WATKINS, David R. HILLYARD, and J. Michael McINTOSH, of the following: O-SUPERFAMILY CONOTOXIN PEPTIDES, for which an application for Letters Patent of the United States was filed on 28 December 2000 under Serial No. 09/749,637; and

WHEREAS, UNIVERSITY OF UTAH RESEARCH FOUNDATION, a non-profit organization duly organized under the laws of the State of Utah, with a place of business at 615 Arapahoe Drive, Suite 110, Salt Lake City, Utah 84108, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application for the United States of America and all countries foreign thereto, and in and to any and all Letters Patent to be issued for said invention in the United States of America and all countries foreign thereto, including any and all continuations, divisions, reissues, or extensions, of such application or Letters Patent;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, Assignor sets its hand and seal the day and year set opposite its signature.

Date

8/10/01


Brent K. Brown, Technology Manager
Technology Transfer Office, University of Utah

L.S.