

08-23-2001

Atty. Dkt. No SALK3000

FD-1595 (modified)

(6-93)

Rf



101820359

U.S. DEPARTMENT OF COMMERCE

SHEET

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

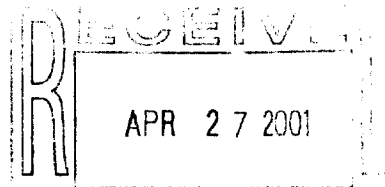
Ronald M. Evans

RE

4-27-01

Additional conveying party(ies) NO

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

Howard Hughes Medical Institute
4000 Jones Bridge Road
Chevy Chase, MD 20815-6789

3. Nature of conveyance:

ASSIGNMENT

Execution Date: September 1, 2000

Additional name(s) & address(es) attached? NO

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

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

A. Patent Application Number(s):

09/637,145

B. Patent Number(s):

Additional numbers attached? NO

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

Stephen B. Reiter, Esq.
FOLEY & LARDNER
402 W. Broadway, 23rd Floor
San Diego, CA 92101
(619) 234-6655 (OFFICE)

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 50-0872

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Stephen E. Reiter,
Reg. No. 31,192

4/24/01

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

05-07-2001

Atty. Dkt. No SALK3000

FORM PTO-1595 (modified)

(Rev 6-93)

RE

101705872
PATENTS ONLY

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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Ronald M. Evans

4-27-01

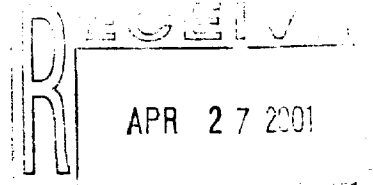
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Reg. No. 31,192

Name of person signing

Signature

4/24/01

Date

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

Assignment made SEPT. 1, 2000, by Ronald M. Evans, 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 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 NOVEL HISTONE DEACETYLASE; AND USES THEREFOR (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 and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "NOVEL HISTONE DEACETYLASE; AND USES THEREFOR" filed in the United States Patent and Trademark Office on August 11, 2000 with Application No. 09/637,145, 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 Agreement 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: Ronald M. Evans
Ronald M. Evans

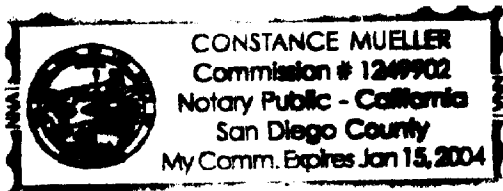
State of California _____
County of San Diego

Then personally appeared before me the above-named Ronald M. Evans and acknowledged that he executed the foregoing instrument as his free act and deed this 1st day of September, 2000.

Constance Mueller Notary Public
Constance Mueller (Print Name)

(SEAL)

My Commission expires 01 / 15 / 04



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WHEREAS, Inventor has, alone or with others, invented NOVEL HISTONE DEACETYLASE; AND USES THEREFOR (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.

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Inventor: Ronald M. Evans
Ronald M. Evans

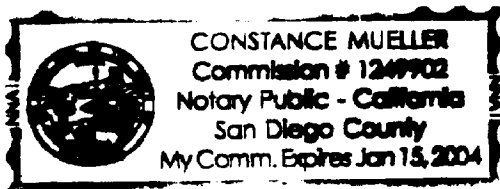
State of California _____
County of San Diego

Then personally appeared before me the above-named Ronald M. Evans and acknowledged that he executed the foregoing instrument as his free act and deed this 15th day of September, 2000.

Constance Mueller Notary Public
Constance Mueller (Print Name)

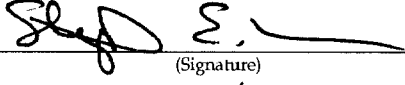
(SEAL)

My Commission expires 01 / 15 / 04



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Evans, et al.
Title: NOVEL HISTONE
DEACETYLASE, AND USES
THEREFOR
Appl. No.: 09/637,145
Filing Date: August 11, 2000
Examiner: Unassigned
Art Unit: 1632

<p>CERTIFICATE OF MAILING I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below.</p> <p>Stephen E. Reiter (Printed Name)</p> <p> (Signature)</p> <p>August 14, 2001 (Date of Deposit)</p>
--

U.S. Patent and Trademark Office
Assignment Division
BOX ASSIGNMENTS - CG-4
1213 Jefferson Davis Highway, Ste. 320
Washington, D.C. 20231

TRANSMITTAL

Sir:

Transmitted herewith for the above-identified application, please find:

- (1) **Corrected** Recordation Form Cover Sheet and Assignment from Evans to Howard Hughes Medical Institute, reflecting **Document ID No. 101705872**;
- (2) Postcard.

No fee is believed due for this transaction as our check no. 43587 in the amount of \$80.00 was included with the two Assignments initially submitted for recordation. The Commissioner is hereby authorized to charge any other fees that may be required by this paper, or credit any overpayment,

In re Application of:

Evans et al.

PATENT

Attorney Docket No.: SALK3000

Application No.: 09/637,145

Filed: August 11, 2000

Page 2

to Deposit Account No. 50-0872. A duplicate copy of this Transmittal is attached.

Respectfully submitted,

Date: August 14, 2001

A handwritten signature in black ink, appearing to read 'Stephen E. Reiter', is written over a horizontal line.

Stephen E. Reiter, Reg. No. 31,192

Attorney for Applicants

Telephone: 619-685-6445

Facsimile: 619-234-3510

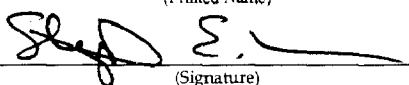
FOLEY & LARDNER

402 W. Broadway, 23rd Floor

San Diego, California 92101

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Applicant: Evans, et al.
Title: NOVEL HISTONE
DEACETYLASE, AND USES
THEREFOR
Appl. No.: 09/637,145
Filing Date: August 11, 2000
Examiner: Unassigned
Art Unit: 1632

CERTIFICATE OF MAILING I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 , on the date below. Stephen E. Reiter (Printed Name)  (Signature) August 14, 2001 (Date of Deposit)

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Assignment Division
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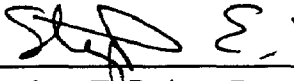
In re Application of:
Evans et al.
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Page 2

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Attorney Docket No.: SALK3000

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Date: August 14, 2001



Stephen E. Reiter, Reg. No. 31,192
Attorney for Applicants
Telephone: 619-685-6445
Facsimile: 619-234-3510

FOLEY & LARDNER
402 W. Broadway, 23rd Floor
San Diego, California 92101



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

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JULY 18, 2001

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FOLEY & LARDNER
STEPHEN B. REITER, ESQ.
402 W. BROADWAY, 23RD FLOOR
SAN DIEGO, CA 92101

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NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 101705872

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

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SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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JUL 23 2001

I.P. DEPT.
FOLEY & LARDNER

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RECORDED: 04/27/2001

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