

09-10-2001



EET

Y

101836692

Attorney Docket
No.: 10147-65US

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Christopher C. Fraser
Thomas M. Barnes
John D. Sharp
Susan J. Kirst
Paul S. Myers
Kevin R. Leiby
Douglas A. Holtzman
Sean A. McCarthy
Nicholas Wrighton
Charles R. Mackay
Andrew D.J. Goodearl

5-4-01

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

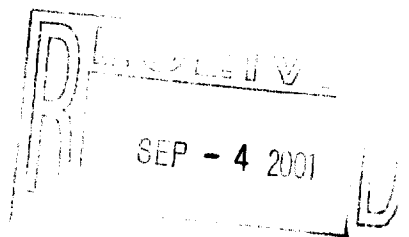
Millennium Pharmaceuticals, Inc.
75 Sidney Street
Cambridge, MA 02139

A Massachusetts Corporation

3. Nature of conveyance:

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

Execution Date: Christopher C. Fraser, Paul S. Myers - 6/18/01; Thomas M. Barnes, Douglas A. Holtzman, Andrew D.J. Goodearl - 6/19/01; John D. Sharp, Kevin R. Leiby, Nicholas Wrighton - 6/20/01; Susan J. Kirst - 7/10/01; Sean A. McCarthy - 7/2/01; Charles R. Mackay - 6/25/01



4. Application number(s) or patent number(s): 09/766,511

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

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

GARY D. COLBY, Ph.D., J.D.
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square - 2005 Market Street - Suite 2200
Philadelphia, PA 19103
Telephone: (215) 965-1200
Direct Dial: (215) 965-1285
Facsimile: (215) 965-1210
E-Mail: gcolby@akingump.com

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = **\$40.00**

☒ Check enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: **50-1017**

(Billing No.: 210147.0065)

DO NOT USE THIS SPACE

09/10/2001 LHMELLER 00000060 09766511

1 FC:581

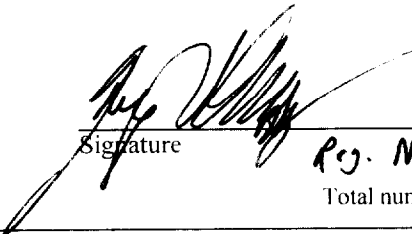
40.00 0P

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.

Gary D. Colby, Ph.D., J.D.

Name of Person Signing


Signature

Reg. No. 40 961

30 August 2001
Date

Total number of pages including cover sheet, attachments and document: [15]

OMB No. 0651-0011 (exp. 4/94)

JOINT

ASSIGNMENT

WHEREAS, John D. Sharp, Susan J. Kirst, Paul S. Myers, Andrew D.J. Goodearl, Douglas A. Holtzman, and Mehran Khodadoust, all citizens of the United States of America; with respective post office addresses of 245 Park Avenue, Arlington, MA 02476; 12 Dana Street, Brookline, MA 02445; 14 Cornelius Way, Cambridge, MA 02141; 13 Indian Ridge Road, Natick, MA 01760; 821 Centre Street, No. 6, Jamaica Plain, MA 02130; and 106 Sewell Avenue, Apartment 6, Brookline, MA 02445; **Sean A. McCarthy, and Nicholas Wrighton**, both citizens of the United Kingdom, with respective post office addresses of 3625 Dupont Street, San Diego, CA 92106, and 18 Lloyd Street, Winchester, MA 01890; **Christopher C. Fraser**, a citizen of Canada, with a post office address of 52 Grassland Street, Lexington, MA 02421, and **Thomas S. Barnes**, a citizen of Australia, with a post office addresses of 12 Mason Terrace, Brookline, MA 02446, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

Novel Genes Encoding Proteins Having Prognostic, Diagnostic, Preventive, Therapeutic, And Other Uses

for which we have executed a United States patent application, Application No. 09/766,511, filed January 19, 2001, and

ASSIGNORS authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, Millennium Pharmaceuticals, Inc., a Delaware corporation having a place of business at 75 Sidney Street, Cambridge, MA 02139, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries:

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

712101

Sean A. McCarthy (SEAL)
Sean A. McCarthy

Christopher C. Fraser (SEAL)
Christopher C. Fraser

John D. Sharp (SEAL)
John D. Sharp

Thomas S. Barnes (SEAL)
Thomas S. Barnes

Susan J. Kirst (SEAL)
Susan J. Kirst

Paul S. Myers (SEAL)
Paul S. Myers

Nicholas Wrighton (SEAL)

Andrew D.J. Goodearl (SEAL)

Douglas A. Holtzman (SEAL)

Mehran Khodadoust (SEAL)



Witness

4405 Campus Ave #3 San Diego CA

Address

Gordon Adams

Witness

4317 Maryland St San Diego, CA

Address

92103

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Jan 12, 2001

Sean A. McCarthy (SEAL)

Christopher C. Fraser (SEAL)

John D. Sharp (SEAL)

Thomas S. Barnes (SEAL)

Susan J. Kirst (SEAL)

Paul S. Myers (SEAL)

STATE OF Massachusetts :
 : ss.
COUNTY OF Middlesex :

Before me, a notary public in and for the State and County aforesaid, on this 12th day of June, 2001, personally appeared Christopher C. FRASE, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.


Notary Public

My Commission Expires: 9/1/2004

STATE OF _____ :
 : ss.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Sean A. McCarthy (SEAL)

Christopher C. Fraser (SEAL)

6-14-01

John D. Sharp (SEAL)

Thomas S. Barnes (SEAL)

Susan J. Kirst (SEAL)

Paul S. Myers (SEAL)

STATE OF Massachusetts :
 : ss.
COUNTY OF Middlesex :

Before me, a notary public in and for the State and County aforesaid, on this 11th day of June, 2001, personally appeared John D. Sharp, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Simon R. Corrigan
Notary Public

My Commission Expires: 9/1/2006

STATE OF _____ :
 : ss.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Sean A. McCarthy (SEAL)

Christopher C. Fraser (SEAL)

John D. Sharp (SEAL)

x June 13 2001

Thomas S. Barnes (SEAL)
M 106 4301

Susan J. Kirst (SEAL)

Paul S. Myers (SEAL)

STATE OF Massachusetts :
 : ss.
COUNTY OF Middlesex :

Before me, a notary public in and for the State and County aforesaid, on this 15th day of June, 2001, personally appeared Thomas H. Barnes, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Sumner C. Colvoco
Notary Public

My Commission Expires:

9/1/2006

STATE OF _____ :
 : ss.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Sean A. McCarthy (SEAL)

Christopher C. Fraser (SEAL)

John D. Sharp (SEAL)

Thomas S. Barnes (SEAL)

10 July 2001

Susan J. Kirst (SEAL)

Paul S. Myers (SEAL)

STATE OF Mass :
COUNTY OF Norfolk : SS.

Before me, a notary public in and for the State and County aforesaid, on this 10 day of July, 2001, personally appeared Susan J. Kirst, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

LORINA G. ALLIN
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 11, 2008
Lorina G. Allin

STATE OF _____ :
COUNTY OF _____ : SS.

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Sean A. McCarthy (SEAL)

Christopher C. Fraser (SEAL)

John D. Sharp (SEAL)

Thomas S. Barnes (SEAL)

Susan J. Kirst (SEAL)

6/4/01

Paul S. Myers (SEAL)

STATE OF Massachusetts :
: ss.
COUNTY OF Norfolk :

Before me, a notary public in and for the State and County aforesaid, on this 14th day of June, 2001, personally appeared Paul Myers, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public Alan M. Berg

My Commission Expires: March 31, 2006

STATE OF _____ :
: ss.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

6/20/01

Nicholas W (SEAL)
Nicholas Wrighton

____ (SEAL)
Andrew D.J. Goodearl

____ (SEAL)
Douglas A. Holtzman

____ (SEAL)
Mehran Khodadoust

Witness

Address

Witness

Address

STATE OF Massachusetts :
 : ss.
COUNTY OF Suffolk :

Before me, a notary public in and for the State and County aforesaid, on this 10th day of June, 2001, personally appeared Nicholas Wright, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public Lin M. Bay

My Commission Expires: 2/15/06

STATE OF _____ :
 : ss.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

12 JUNE 2001

Nicholas Wrighton (SEAL)

Andrew D.J. Goodearl (SEAL)

Douglas A. Holtzman (SEAL)

Mehran Khodadoust (SEAL)

Witness **Address**

Witness **Address**

STATE OF Massachusetts :
: SS.
COUNTY OF Norfolk :

Before me, a notary public in and for the State and County aforesaid, on this 12th day of June, 2001, personally appeared Andrew D.J. Gordon, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Sharon Corrigan
Notary Public
Sharon Corrigan

My Commission Expires: 9/1/2002

STATE OF _____ :
: SS.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

Nicholas Wrighton (SEAL)

Andrew D.J. Goodearl (SEAL)

6/13/01

Douglas A. Holtzman (SEAL)

Mehran Khodadoust (SEAL)

Witness Address

Witness Address

STATE OF Massachusetts :
 : SS.
COUNTY OF Middlesex :

Before me, a notary public in and for the State and County aforesaid, on this 15th day of June, 2001, personally appeared Douglas A. Holtzman, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Suzanne Carriean
Notary Public
Suzanne Carriean

My Commission Expires: 7/1/2006

STATE OF _____ :
 : SS.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:

Nicholas Wrighton (SEAL)

Andrew D.J. Goodearl (SEAL)

Douglas A. Holtzman (SEAL)

June 19, 2001

Mehran Khodadoust (SEAL)

Witness Address

Witness Address

STATE OF Massachusetts :
: SS.
COUNTY OF Nutley :

Before me, a notary public in and for the State and County aforesaid, on this 19th day of June, 2001, personally appeared Melissa Rhodes, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public Denise Gorman

My Commission Expires: 1/1/2006

STATE OF _____ :
: SS.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of _____, 2001, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires: