

12-14-2001



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) 101915	5752 · · · · · · · · · · · · · · · · · · ·	
To the Honorable Commissioner of Patents and Trademarks: Pl	ease record the attached original documents or copy thereof	
1. Name of conveying party(ies):  Swaroop Aradhya (09/19/2001), David L. Nelson (09/19/01), Richard A. Lewis (09/11/01), and Moise Levy (09/12/2001)  Additional name(s) of conveying party(ies) attached?  3. Nature of Conveyance:  X Assignment  Merger  Security Agreement  Other  Execution Date: see Box 1, conveying parties	2. Name and address of receiving party(ies)  Name: Baylor College of Medicine Internal Address: Street Address: One Baylor Plaza  City: Houston State: Texas Zip: 77030 Additional name(s) & Yes No address(es) attached:	
Application number(s) or patent number(s):	` .	
If this document is being filed together with a new application, the exe A. Patent Application No.(s): 09/863,049	B. Patent No.(s):	
Additional numbers attache	d? Yes x No	
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved:1	
Name: Melissa L. Sistrunk FULBRIGHT & JAWORSKI L.L.P.	7. Total fee (37 CFR 3.41) \$	
Internal Address: Atty. Dkt.: HO-P01961US1	x Enclosed	
Street Address: 1301 McKinney, Suite 5100	Authorized to be charged to deposit account	
	Deposit account number:	
	06-2375	
City:         State:         Zip:           Houston         TX         77010-3095	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is a true copy of the original document.  Melissa L. Sistrunk  Name of Person Signing  Sig	Mov. 8, 2001 pnature Date	
Recordation Form Cover Sheet  I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EK102657659US, in an envelope addressed to: Box Assignments, Commissioner for Patents, Washington, DC 20231, on the date shown below.		

Signature: Duscas Dated: Nov. 8, 2001

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**REEL: 012358 FRAME: 0595** 

**PATENT** 

## **ASSIGNMENT**

WHEREAS, we RICHARD A. LEWIS, a citizen of the United States of America, residing at 11223 Hermosa Court, Houston, Texas 77024 USA; DAVID L. NELSON, a citizen of the United States of America, residing at 4106 Tennyson, Houston, Texas 77005 USA; SWAROOP ARADHYA, a citizen of India, residing at 7777 Greenbriar Drive, Houston, Texas 77030 USA; and MOISE LEVY, a citizen of the United States of America, residing at 6624 Rutgers, Houston, Texas 77005 USA; (herein called "Assignors"), are the co-inventors and owners (with Sue J. Kenwrick, Hayley Woffendin, Arnold Munnich, Asmae Smahi, Alain Israel, Annemarie Poustka, Nina Heiss, and Michele D'Urso) of a certain new and useful invention and improvement(s) entitled "Diagnosis and Treatment of Medical Conditions Associated with Defective NFKappa B (NF-κB) Activation" (herein called the "Invention"), for which an application for a United States Patent was filed on May 22, 2001, Application No. 09/863,049; and

WHEREAS, Assignors are Professors, Assistant Professor, and Postdoctoral Associate at the time the invention was made (herein called "College Personne.") of **BAYLOR COLLEGE OF MEDICINE**, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignors represent that they are the some of the inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignors were serving in their positions of College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignors are desirous of assigning to Assignee all of their rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention; and

WHEREAS, Assignors acknowledge that they are assigning their right as part of their obligations as College Personnel, their use of the facilities of Assignee to make the Invention and their desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignors, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignors under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all of Assignors' rights throughout the world in and to:

25069304.1 (10012778/OTA00-63)

PATENT REEL: 012358 FRAME: 0596

- 1. Said Invention;
- 2. United States of America Patent Application No. 09/863,049 on said Invention filed on May 22, 2001;
- 3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignors or their legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
- 5. All substitutions for and divisions, continuations, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;
- 6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;
- 7. The right of Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and
- 8. All international rights or priority associated with said Invention, applications, patents and like protection.
- 9. Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.
- 10. This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignors from any corporation or other entity commercializing the Invention shall be in exchange for Assignors' assignment of the Invention hereunder and pursuant to Assignors' rights under the Baylor Patent Policy.
- 11. The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.
- 12. The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

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PATENT REEL: 012358 FRAME: 0597 EXECUTED on the date indicated below opposite our signatures.

DATE:		RICHARD A. LEWIS
DATE:	9/19/01	Ded LUL
		DAVID L. NELSON
DATE:	9-19-01	SWAROOP ARADHYA
		SWAROOPARADHYA
		•
DATE:		
		MOISE LEVY

FULBRIGHT & JAWORSKI L.L.P. 1301 McKinney, Suite 5100 Houston, Texas 77010-3095

(10012778/OTA00-63)

EXECUTED	on the	date	indicated	below	opposite	our signatures.
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DATE: 11 September 2001	RICHARD A. LEWIS
DATE:	DAVID L. NELSON
DATE:	SWAROOP ARADHYA
DATE:	MOISE LEVY

FULBRIGHT & JAWORSKI L.L.P. 1301 McKinney, Suite 5100 Houston, Texas 77010-3095

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## EXECUTED on the date indicated below opposite our signatures.

DATE:	RICHARD A. LEWIS
DATE:	DAVID L. NELSON
DATE:	SWAROOP ARADHYA
DATE: 9-12.0/	Maiy J Jany MOISE LEVY

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TOTAL P.04