

01-10-2002

RE



EET

01-0402

101940488

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies):</p> <p><b>Michael E. O'Donnell</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Howard Hughes Medical Institute 4000 Jones Bridge Road Chevy Chase, MD 20815-6789</b></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other: _____</p> <p>Execution Date(s):</p> <p>1st (sole) Inventor: <b>November 15, 2001</b>  2nd Inventor:  3rd Inventor:  4th Inventor:</p>	
<p>4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor:  2nd Inventor:  3rd Inventor:  4th Inventor:</p> <p>A. Patent Application No.(s): <b>09/325,067</b></p> <p>B. Patent No.(s):</p>	

01/09/2002 LMUELLER 00000281 09325067

01 FC:581

40.00 DP

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

Michael L. Goldman  
NIXON F. BODY LLP  
Clinton Square  
P.O. Box 31051  
Rochester, New York 14603

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Previously paid (see original transmittal)

A check in the amount of \$40.00 is enclosed.

8. Deposit Account Number: 14-1138

Charge total fee to account.


Charge any additional fees to account.

DO NOT USE THIS SPACE

9. Statement and signature.

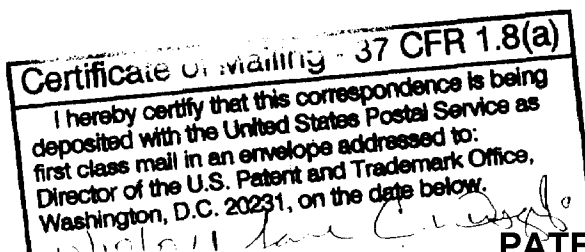
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: December 7, 2001



Michael L. Goldman  
Registration No. 30,727

[Total number of pages including cover sheet, attachments and document: 4]



PATENT

## ASSIGNMENT

Assignment made 15, Nov, 2001, by **Michael E. O'Donnell**, a United States citizen residing at 16 Maple Lane, Hastings-on-Hudson, New York 10706 ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation, having a principal business address at 4000 Jones Bridge Road, Chevy Chase, MD 20815-6789 (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 Statement of 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 "**METHODS FOR AMPLIFYING AND SEQUENCING NUCLEIC ACID MOLECULES USING A THREE COMPONENT POLYMERASE**" (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 "**METHODS FOR AMPLIFYING AND SEQUENCING NUCLEIC ACID MOLECULES USING A THREE COMPONENT POLYMERASE**" filed in the United States Patent and Trademark Office on **June 3, 1999**, and assigned U.S. Serial No. **09/325,067**), 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 Assignment 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: Michael E. O'Donnell  
Michael E. O'Donnell

State of Ny  
County of Ny

Then personally appeared before me the above-named **Michael E. O'Donnell** and acknowledged that he executed the foregoing instrument as his free act and deed this 15 day of Nov, 2001.

Teresa L. Solomon Notary Public  
\_\_\_\_\_  
(print name)

(SEAL)

My Commission expires    /    /   

TERESA L. SOLOMON  
Notary Public, State of New York  
No. 31-498936  
Qualified in New York County  
Commission Expires Dec. 16, 2001