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Docket No: AM100081-01
Patent

Recordation Form Cover Sheet
Patents Only

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Submission Type

1.12.02

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

2

2. Conveyance Type:

- Assignment License Security Agreement
- Other Change of Name Merger

3. Conveying party(ies):

Gibbons, Jr., James J.
Dukart, Gary
Lucas, Judy
Speicher, Lisa A.

Additional name(s) of conveying party(ies) attached:

- Yes
- No

Execution Date: James J. Gibbons, Jr., September 22, 2000; Gary Dukart, September 13, 2000; Judy Lucas, September 22, 2000; Lisa A. Speicher, September 6, 2000.

4. Receiving party(ies):

American Home Products Corporation
Five Giralda Farms
Madison, New Jersey 07940-0874

Additional name(s) and address(es) attached:

- Yes
- No

5. Correspondent address:

John W. Hogan, Jr.
American Home Products Corporation
Patent Law Department
Five Giralda Farms
Madison, NJ 07940-0874
Tel. No. (973) 683-2152

02/01/2002 610M11 00000250 011425 09659643
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6. Application number(s) or patent number(s):

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

A. Patent Application Number(s): 09/659,643

B. Patent Number(s):

C. Patent Cooperation Treaty (PCT) Application Number(s) (only if a U.S. Application Number has not been assigned):

Additional numbers attached:

Yes

No

7. Pages: Enter the total number of pages of the attached conveyance document including any attachments: 6

8. Total number of properties involved: 1

9. Total Fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account.

10. Deposit Account Number: 01-1425

Authorization is given to charge any additional fees to deposit account.
(Attach duplicate copy of this page if paying by deposit account).

11. 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.

1/17/02
Date

John W. Hogan, Jr.
John W. Hogan, Jr.
Attorney for Applicants
Reg. No. 32,703

SERIAL NO. 09/659,643

FILED SEPTEMBER 12, 2000

ASSIGNMENT

WHEREAS we

- (1) James J. Gibbons, Jr.
- (2) Gary Dukart
- (3) Judy Lucas
- (4) Lisa A. Speicher

residing, respectively, at:

	<u>TOWN OR CITY:</u>	<u>IN THE COUNTY OF:</u>	<u>AND IN THE STATE OF:</u>
(1)	Westwood	Bergen	New Jersey
(2)	Ambler	Montgomery	Pennsylvania
(3)	Nanuet	Rockland	New York
(4)	Havertown	Delaware	Pennsylvania

have invented certain new and useful Improvements in

**METHOD OF POTENTIATING CHEMOTHERAPY AND TREATING
SOLID TUMORS**

for which we have, respectively, on:

- (1) the 22nd day of September, 2000,
- (2) the 13th day of September, 2000,
- (3) the 22nd day of September, 2000,
- (4) the 6th day of September, 2000,

executed an application for Letters Patent of the United States, the date of filing and serial number of said application, when known to be inserted above; and

WHEREAS, AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at Five Giralda Farms, in the County of Morris, and State of New Jersey, hereinafter called **ASSIGNEE**, is desirous of acquiring the entire right, title and interest in and to said invention, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, and in and to any United States or foreign Letters Patent that may be granted therefor, and in and to such other forms of protection of industrial property as may be granted therefor pursuant to the laws of any country:

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) in hand paid to each of us, and other good and valuable considerations, the receipt of which is hereby acknowledged, we by these presents, have sold, assigned and transferred, and do hereby sell, assign and transfer, to **ASSIGNEE**, its successors, legal representatives and assigns, the entire right, title and interest in and to the said invention, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, in and to any subsequently filed provisional or nonprovisional patent application of the United States, and in and to any Letters Patent of the United States and foreign countries (including all divisions, reissues, continuations and extensions thereof) that may be granted therefor, and in and to such other forms of protection of industrial property as may be granted therefor pursuant to the laws of any country, and the right to apply for Letters Patent and such other forms of protection of industrial property as may be provided by any country, with full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty or by international convention, together with the right to extend the protection of said United States Letters Patent to territorial possessions now owned or which may hereafter be acquired by the United States of America, for the full term for which said Letters Patent or said other forms of protection may be granted;

And we covenant and agree with **ASSIGNEE** that we have a full and unencumbered title to the invention hereby assigned, which title we warrant to **ASSIGNEE**;

And we further agree that we will, at **ASSIGNEE**'s request, without demanding further consideration therefor but entirely at **ASSIGNEE**'s expense, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining or reissuing United States and foreign Letters Patent or said other forms of protection covering the invention hereby assigned, and for maintaining and perfecting **ASSIGNEE**'s right to said invention, Letters Patent and other forms of protection, particularly in cases of interference and litigation.

IN WITNESS WHEREOF, we have respectively, hereunto set our hands and seals:

- (1) this 22nd day of September, 2000
- (2) this 13th day of September, 2000
- (3) this 22nd day of September, 2000
- (4) this 6 day of September, 2000

(1) James J. Gibbons, Jr. (L.S.)
James J. Gibbons, Jr.

WITNESS AS TO (1):

Janice L. Skiba
Rosalba Litauer

(2) Gary Dukart (L.S.)
Gary Dukart

WITNESS AS TO (2):

Mary Ellen Trala
Patricia S. Kelly

(3) Judy Lucas (L.S.)
Judy Lucas

WITNESS AS TO (3):

Jamie L. Skelja
Rosalba Torres

(4) Lisa A. Speicher (L.S.)
Lisa A. Speicher

WITNESS AS TO (4):

Theresa M. Wasiowski
James L. Molinsky

STATE OF NEW YORK)
COUNTY OF ROCKLAND)

: SS:

On this *22nd* day of *September*, 2000, before me personally appeared

- (1) James J. Gibbons, Jr.
- (3) Judy Lucas

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Patricia Bocchino

 Notary Public
 PATRICIA BOCCHINO
 Notary Public, State of New York
 No. 01805038892
 Qualified in Rockland County
 Commission Expires 02/01

STATE OF PENNSYLVANIA)
COUNTY OF DELAWARE)

: SS:

On this *13th* day of *SEPTEMBER*, 2000, before me personally appeared

- (2) Gary Dukart

to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Judith A. Johnston

 Notary Public

NOTARIAL SEAL
 JUDITH A. JOHNSTON, Notary Public
 Radnor Twp., Delaware County
 My Commission Expires Sept. 12, 2002

STATE OF PENNSYLVANIA)
 : SS:
COUNTY OF *DELAWARE*)

On this *6th* day of _____, 2000, before me personally appeared

(4) Lisa A. Speicher, Ph.D.

to me known and known to me to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Therese M. Wisniewski

Notary Public

NOTARIAL SEAL
THERESE M. WISNIEWSKI, Notary Public
Haverford Twp., Delaware County
My Commission Expires July 9, 2001