

02-20-2002



Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101987110..

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

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

1. Name of conveying party(ies):

Kimberly A. Gillis (2/8/2002); Yixian Zhang (2/13/2002)

2-20-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

AMERICAN HOME PRODUCTS
Name: CORPORATION

Internal Address:

Street Address

Five Girada Farms

City: Madison

State: NJ

Zip: 07940

Additional name(s) &
address(es) attached: ☐ Yes ☒ No

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

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

A. Patent Application No.(s):

09/996,630

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jasbir Sagoo

NUTTER MCCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 102729-10 (AM 100491)

Street Address: One International Place

City:
Boston

State: MA Zip:
02110-2699

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

141449

(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 true and correct and any attached copy is a true copy of the original document.

Jasbir Sagoo

Name of Person Signing

Signature

February 19, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 8

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EL684299659US, in an envelope addressed to: U.S. Patent & Trademark Office, Assignment Division, Office of Public Records, Crystal Gateway 4, Rm. 335, Washington, DC 20231, on the date shown below.

Dated: February 19, 2002

Signature: Jasbir Sagoo (Jasbir Sagoo)

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02/21/2002 LMUELLER 00000003 09996630

01 EC:581

40.00 OP

PATENT
REEL: 012579 FRAME: 0874

ASSIGNMENT

Whereas we, the undersigned, Kimberly A. Gillis and Yixian Zhang, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **EXPRESSION ANALYSIS OF KIAA NUCLEIC ACIDS AND POLYPEPTIDES USEFUL IN THE DIAGNOSIS AND TREATMENT OF PROSTATE CANCER**, which application was filed on November 28, 2001 and assigned Application No. 09/996,630.

Whereas, American Home Products Corporation, a Delaware corporation having a place of business at 5 Girada Farms, Madison, NJ 07940, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, together with the right of priority of earlier filed United States provisional patent application Serial No. 60/253,460, filed on November 28, 2000, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

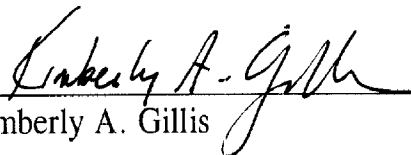
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;



5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

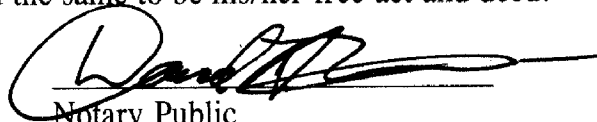
Dated: 020802


Kimberly A. Gillis

State or Commonwealth of Massachusetts

County of Middlesex

On this 8th day of February, 2002, before me appeared Kimberly A. Gillis, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Notary Public
My Commission Expires: 4/4/08



David B. Bernstein, Notary Public
Norfolk County
Commonwealth of Massachusetts
My Commission Expires Apr. 4, 2008

Dated: _____

Yixian Zhang

State or Commonwealth of

County of

On this _____ day of _____, _____, before me appeared Yixian Zhang, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires:

[seal]

1069500.1

ASSIGNMENT

Whereas we, the undersigned, Kimberly A. Gillis and Yixian Zhang, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **EXPRESSION ANALYSIS OF KIAA NUCLEIC ACIDS AND POLYPEPTIDES USEFUL IN THE DIAGNOSIS AND TREATMENT OF PROSTATE CANCER**, which application was filed on November 28, 2001 and assigned Application No. 09/996,630.

Whereas, American Home Products Corporation, a Delaware corporation having a place of business at 5 Girada Farms, Madison, NJ 07940, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, together with the right of priority of earlier filed United States provisional patent application Serial No. 60/253,460, filed on November 28, 2000, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: _____

Kimberly A. Gillis

State or Commonwealth of

County of

On this ____ day of _____, _____, before me appeared Kimberly A. Gillis, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires:

[seal]

Dated: 2/13/02

Yixian Zhang
Yixian Zhang

State or Commonwealth of

New York

County of

Rockland

On this 13th day of February 2002, before me appeared Yixian Zhang, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Joan L. Tighe
Notary Public
My Commission Expires:

[seal]

JOAN L. TIGHE
Notary Public, State of New York
No 01TI5062141
Qualified in Rockland County
Commission Expires June 24 2002

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