

RE

02-28-2002



Attorney Docket No.:
053893-5034 (9596-331)

101996227

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

1. Name of conveying party(ies):

Douglas B. Cines
Abd Al-Roof Higazi

2/12/02

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

The Trustees of the University of Pennsylvania
3700 Market Street
Suite 300
Philadelphia, PA 19104-3147

3. Nature of conveyance:

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

Execution Date: November 19 and December 18, 2001

4. 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 No.(s):

09/880,503, filed June 13, 2001

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

KATHRYN DOYLE, Ph.D., J.D.
MORGAN, LEWIS & BOCKIUS, L.L.P.
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Philadelphia, PA 19103
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E-Mail: kdoyle@morganlewis.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
☒ Fee Deficiencies are authorized to be charged to deposit account

8. Deposit account number: 50-0310

(Billing No.: 053893-5034)

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.

Kathryn Doyle, Ph.D.
Name of Person Signing

Signature

January 10, 2002
Date

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

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

02/28/2002 GTON11 00000010 09880503

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PATENT
REEL: 012608 FRAME: 0646

JOINT

ASSIGNMENT

WHEREAS, we, **Douglas B. Cines** and **Abd Al-Roof Higazi**, respectively citizens of United States of America and Israel, with respective post office addresses of 101 Trent Road, Wynnwood, PA 19096 and Neve Shalom, D.N. Shimshon 99761 Israel, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

**COMPOSITIONS AND METHODS FOR MODULATING MUSCLE CELL AND
TISSUE CONTRACTILITY**

for which we have executed a United States patent application, Application No. 09/880,503, filed June 13, 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, **The Trustees of the University of Pennsylvania**, a non-profit corporation having a place of business at 3700 Market Street, Suite 300, Philadelphia, PA 19104, 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.

(Date) 11/19/01 Douglas B. Cines (Seal)
Douglas B. Cines

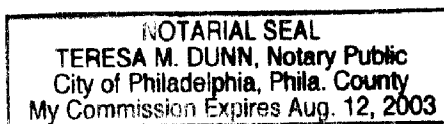
(Date) _____ (Seal)
Abd Al-Roof Higazi

STATE OF Pennsylvania :
COUNTY OF Philadelphia : ss.

Before me, a notary public in and for the State and County aforesaid, on this 19 day of November, 2001, personally appeared **Douglas B. Cines**, 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 [Signature]

My Commission Expires: 8/12/03



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.

(Date) _____ (Seal)
Douglas B. Cines

(Date) 12/18/01 *Higazi* _____ (Seal)
Abd Al-Roof Higazi

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 **Douglas B. Cines**, 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:

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 **Abd Al-Roof Higazi**, 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: