

03-14-2002



Attorney Docket No. 15966-585 CIP2 (Cura-85 CIP2)

FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		01 102015144 2002 FEB 15 PM 12:03 PATENTS ONLY	ER SHEET
U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office			
FINANCE SECTION Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): Sudhirdas K. Prayaga (January 11, 2002) Raymond J. Taupier, Jr. (January 9, 2002) Raj Bandaru (January 16, 2002) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: CuraGen Corporation Internal Address: 555 Long Wharf Drive, 11 th Floor, New Haven, CT 06511 Street Address: 555 Long Wharf Drive, 11 th Floor, New Haven, CT 06511 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
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): 09/973,424 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence Concerning document should be mailed: Name: Ivor R. Elrifi Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. One Financial Center Boston, MA 02111		6. Total number of applications and patents involved: [1] 7. Total fee (37 CFR 3.41) \$40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 15966-585 CIP2 (Cura-85CIP2)	
DO NOT USE THIS SPACE			
9. Statement and signature <i>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.</i> Naomi S. Biswas, Reg. No. 38,384 <u>Naomi Biswas</u> February 15, 2002 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: [11]			

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

03/13/2002 TDIAZ1 00000124 09973424

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TRA 1631510v1

PATENT
REEL: 012658 FRAME: 0631

ASSIGNMENT

We, **Sudhirdas K. Prayaga, Raymond J. Taupier, Jr., and Raj Bandaru**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CURAGEN CORPORATION**, a **Delaware** corporation, with offices at **555 Long Wharf Drive, 11th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

NOVEL POLYPEPTIDES HOMOLOGOUS TO THYMOSIN, EPHRIN A RECEPTORS, AND FIBROMODULIN, AND POLYNUCLEOTIDES ENCODING SAME

filed with the U.S. Patent and Trademark Office on **October 9, 2001** and assigned Serial No. **09/973,424**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

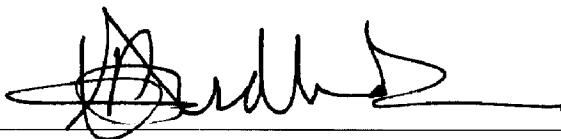
We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 01/11/02

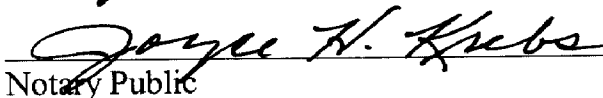


Signature of: Sudhirdas K. Prayaga

State of Missouri

Country of St. Louis

Subscribed and sworn to before me this 11 day of January, 2002



Notary Public

JOYCE H. KREBS
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES 8/10/2002
ST. LOUIS COUNTY

My commission expires 8-10-02

Date:

Signature of: Raymond J. Taupier, Jr.

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: Raj Bandaru

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

TRA 1595767v1

ASSIGNMENT

We, **Sudhirdas K. Prayaga, Raymond J. Taupier, Jr., and Raj Bandaru**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CURAGEN CORPORATION**, a **Delaware** corporation, with offices at **555 Long Wharf Drive, 11th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

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Date: _____
Signature of: **Sudhirdas K. Prayaga**

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date: 1/9/02

Raymond J. Taupier, Jr.
Signature of: **Raymond J. Taupier, Jr.**

State of Connecticut

Country of United States

Subscribed and sworn to before me this 9 day of January, 2002

[Signature]
Notary Public

My commission expires 2/28/04.

Date:

Signature of: **Raj Bandaru**

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

TRA 1595767v1

ASSIGNMENT

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Date: _____
Signature of: **Sudhirdas K. Prayaga**

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date: _____
Signature of: **Raymond J. Taupier, Jr.**

State of _____

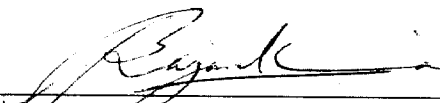
Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

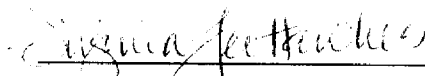
Date:


Signature of: **Raj Bandaru**

State of Massachusetts

Country of USA

Subscribed and sworn to before me this 16th day of January 2002.


Notary Public

My commission expires 6-15-06.

TRA 1595767v1