
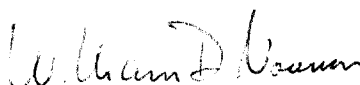


03-28-2002

FORM PTO-1595 1-31-92		RECO				T		U.S. DEPARTMENT OF COMMERCE Patent and Trademark office	
To the Director of Patents and Trademarks. Patent No. <u>102033798</u> or copy thereof.									
1. Name of Conveying Party(ies): H. Clifford Lane, M.D., Joseph A. Kovacs and Anthony S. Fauci					2. Name and address of receiving party(ies): Name: <u>The Government of the United States of America</u>				
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					Internal Address: <u>Office of Technology Transfer, Suite 325</u>				
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					Street Address: <u>6011 Executive Boulevard</u>				
Execution Date: <u>August 28, 1995 and August 29, 1995</u>					City <u>Rockville</u> State <u>MD</u> ZIP <u>20852</u>				
					Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 application is: _____									
A. Patent Application No.(s) <u>09/635,286</u>					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: <u>William D. Noonan, M.D.</u> <u>Klarquist Sparkman, LLP</u> Internal Address: <u>One World Trade Center, Suite 1600</u> Street Address: <u>121 S.W. Salmon Street</u> <u>Portland, Oregon 97204-2988</u>					6. Total number of applications and patents involved: <u>1</u>				
					7. Total fee (37 CFR § 3.41): <u>\$40.00</u> Enclosed.				
					8. <input checked="" type="checkbox"/> Any deficiency/overpayment is authorized to be charged to deposit account 02-4550. A copy of this sheet is enclosed.				
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>									
William D. Noonan, M.D.							4 March 2002		
Name of Person Signing			Signature				Date		
Total number of pages including cover sheet, attachments and document: 3									
OMB No. 0651-0011 (exp. 4/94)									

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PATENT
REEL: 012711 FRAME: 0420

A S S I G N M E N TSerial No. 08/487,075Filed: June 7, 1995

WHEREAS, we, H. Clifford LANE, a citizen of the United States, residing at 8208 Lilly Stone Drive, Bethesda, MD, Joseph A. KOVACS, a citizen of the United States, residing at 12512 Meadow Farm Road, Potomac, MD, Anthony S. FAUCI, a citizen of the United States, residing at 3012-43rd Street, N.W., Washington, D.C., employees of the Department of Health and Human Services at the time the invention was made, have invented IMMUNOLOGIC ENHANCEMENT WITH INTERMITTENT INTERLEUKIN-2 THERAPY for which an application to the Commissioner of Patents and Trademarks for grant of Letters Patent of the United States has been executed by the undersigned on ; and

WHEREAS, we are co-inventors named in the above-identified application for Letters Patent; and

WHEREAS, the conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest therein, both domestic and foreign; and

WHEREAS, the Government of the United States of America is desirous of acquiring all domestic and foreign right, title, and interest in the aforesaid invention described in the aforesaid application for Letters Patent of the United States; and

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the premises and other valuable considerations, we the undersigned, have sold, assigned, and transferred and by these presents do sell, assign and transfer unto THE GOVERNMENT OF THE UNITED STATES OF AMERICA as represented by his successors (hereinafter THE GOVERNMENT), the entire right, title, and interest throughout the United States of America, its territories and dependencies, and within each and every foreign country in which the Government elects to file, in and to the aforesaid invention described in the aforesaid application for Letters Patent of the United States, and all Letters Patents issuing thereon and any continuations, divisions, reissues or extensions thereof;

AND, we hereby authorize and request the Commissioner of Patents to issue said Letters Patent to THE GOVERNMENT as assignee of the entire right, title, and interest in and to the same throughout the United States of America, its territories and dependencies, and within each and every foreign country in which the Government elects to file, for the sole use for the full term

or terms for which said Letters Patent and any continuations, divisions, reissues or extensions thereof are, or may be, granted as fully and entirely as the same would have been held by us, had this assignment not been made;

AND, we hereby warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied with respect to the aforesaid application for Letters Patent which will impair, diminish, limit or abridge the interest herein conveyed at the time of the execution of this instrument by us;

AND, we hereby agree to execute any and all applications for Letters Patent in the United States and foreign countries, and to furnish all data and documents and to execute any papers which may be necessary for the preparation of filing of such applications or for THE GOVERNMENT to exercise its rights granted hereunder, including communicating to THE GOVERNMENT, its representatives or agents, any facts relating to said invention, including evidence for interference purposes, or for other proceedings, whenever requested, to testify in any interference or other proceedings, whenever requested, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon our heirs, legal representatives, administrators and assigns, except that it shall be understood that we shall not be subject to any out-of-pocket expense relative to any such action.

The undersigned hereby grants the law firm of Foley & Lardner the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

H. Clifford Lane

H. Clifford LANE

8-28-95

Date

Joseph A. Kovacs

Joseph A. KOVACS

8/29/95

Date

Anthony S. Fauci

Anthony S. FAUCI

Aug 24, 1995

Date

Aug. 28, 1995

Witnesses:

Clair T. Smith

Aug. 28, 1995

Mark L. Kelly

Aug 28, 1995

Clair T. Smith

Aug 29, 1995

Joan V. Sutton

Aug 29, 1995

Subscribed and sworn to before me, in my presence,
this 29th day of AUGUST 19 95, a Notary Public
in and for the STATE of MARYLAND
Kathleen Smith
Notary Public
My commission expires JULY 1 19 99

Subscribed and sworn to before me, in my presence,
this 28th day of AUGUST 19 95, a Notary Public
in and for the STATE of MARYLAND
Kathleen Smith
Notary Public
My commission expires JULY