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04-01-2002



R SHEET

To the Honorable Commissioner of Patents and Trademarks 102037658

attached original documents or copy thereof.

1. Name of conveying party(ies)  
 President and Fellows of Harvard College  
3-19-02

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

2. Name and address of receiving party(ies)  
 Name: Huntington Potter  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1006 South Moody Avenue  
 \_\_\_\_\_  
 City: Tampa State: FL ZIP: 33629

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: February 5, 2002

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) \_\_\_\_\_

B. Patent No.(s)  
5,778,893

Additional numbers attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
 2002 MAR 19 AM 10:31  
 FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: David E. Brook, Esq.  
 Internal Address: \_\_\_\_\_  
Hamilton, Brook, Smith & Reynolds, P.C.  
 \_\_\_\_\_  
 Street Address: 530 Virginia Road, P.O. Box 9133  
 \_\_\_\_\_  
 City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and patents involved: [ 1 ]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00  
 Enclosed  
 Authorized to charge any deficiencies or credit any overpayment to deposit account  
 Authorized to be charged to deposit account

8. Deposit account number:  
08-0380  
 (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.*

Carol A. Egner Carol A. Egner March 13, 2002  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [ 6 ]

03/29/2002 6TOM11 00000090 5778893  
 01 FC:561 40.00 OP

Assignment

WHEREAS, President and Fellows of Harvard College (hereinafter "Assignor"), a Massachusetts non-profit organization, having a place of business at 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138, is the owner, subject to the provisions of 35 U.S.C. § 202(d) as promulgated under 37 C.F.R. § 401, of the entire right, title and interest in and to the inventions disclosed in the patent applications and patents on the schedule attached hereto and incorporated herein by reference as Exhibit A and in and to such patent applications and patents;

WHEREAS, Huntington Potter, (hereinafter "Assignee"), an individual residing at 1006 South Moody Avenue, Tampa, Florida, 33629, is desirous of acquiring the entire right, title and interest in and to such inventions, patent applications and patents, subject to his obligations to the National Institutes of Health in an Inventor Certification as executed by him; on May 18, 2000 under the above laws and regulations and subject to his obligations to Assignor as provided in an agreement with Assignor executed by Assignee on January 28, 2002.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer to Assignee, his successors and assigns, the entire right, title and interest in and to such inventions, such patent applications and such patents as listed in Exhibit A, reissues and extensions thereof, which issue or have issued in any country, and any divisional, continuation-in-whole, or continuation-in-part thereof, including the right to sue and collect for past infringement; the same to be held and enjoyed by Assignee for his own use, to the full term for which such patents have been granted.

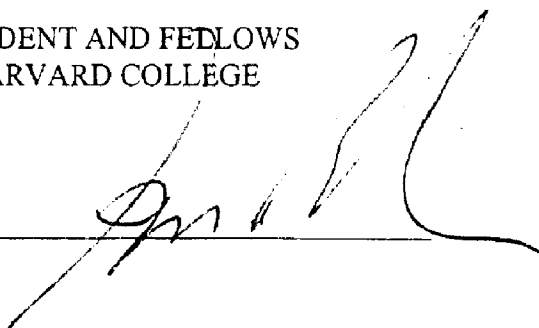
This assignment is subject to the agreements indicated above and attached as Exhibits B and C.

Assignor does hereby further covenant and agree that it will not execute any writing or do any act whatsoever conflicting with this Assignment, and that Assignor, its successors and assigns, upon request without further additional consideration, but at the expense of Assignee, execute such additional writings as Assignee may determine necessary or desirable in the enjoyment of this grant.

IN WITNESS WHEREOF, Assignor hereby executes this instrument on the date set forth below.

Date: 2/5/02

PRESIDENT AND FELLOWS  
OF HARVARD COLLEGE

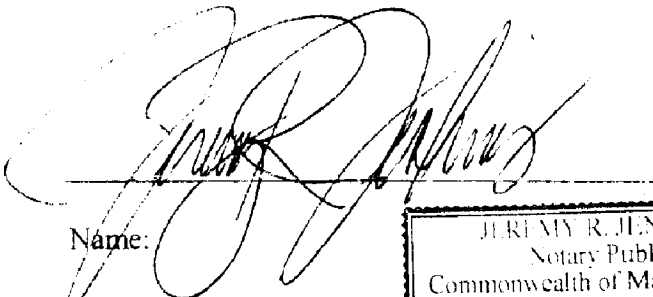
By: 

STATE OF MASSACHUSETTS )

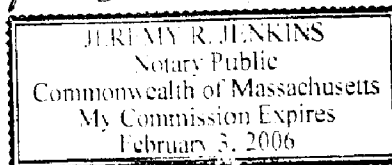
) ss.

COUNTY OF MIDDLESEX )

On 2/5/02, before me, a notary public in and for said county and state, personally appeared Joyce BRIVTON, who, being by me first duly sworn, declared that (he/she) is the Director, OTTL of President and Fellows of Harvard College, and that the foregoing instrument was signed on behalf of the corporation by authority of its board of directors as its free act and deed.



Name:  
Notary Public



My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

United States Patent # 5,297,562, issued on March 29, 1994

United States Patent # 5,571,671, issued on November 5, 1996

United States Patent # 5,535,760, issued on July 16, 1996

United States Patent # 5,778,893, issued on July 14, 1998

Japanese Patent Application # 509706/02, filed March 31, 1992

European Patent Office Patent # EP 0580739, granted July 5, 2000 (perfected in France, Germany, Italy, and the United Kingdom)

742-411  
8/23/91

Exhibit B

Fax the completed forms to NIH: (301) 480-0272

National Institutes of Health (NIH)

INVENTOR CERTIFICATION

Institution: Harvard University

Grant Number(s): AG08084 and GM35967 NIH EIR Number: 3212901-92-0017

Title of Invention: Method of Diagnosing and Monitoring a Treatment for Alzheimer's Disease

Inventor(s): Huntington Potter

I am, an inventor of the above-referenced subject invention and my employer, the above-referenced institution has elected not to retain title to this invention and has permitted me to request that I be allowed to retain title pursuant to 37 CFR 401.9 and 35 U.S.C.35(d). In support of the request that I be allowed to retain title, I hereby certify that:

1.If allowed to retain title, I agree to be bound by any conditions imposed by the above-referenced institution, and at least those conditions that would apply to a small business firm under paragraphs (d)(1) and (3), (f)(4), (h), (I); and (j) of the clause at 37 CFR 401.14(a);

2.If allowed to retain title, I will seek patent protection for the subject invention within one year of the date of approval of title retention and provide the NIH with documentation of the patent application number, filing date and inclusion of the Federal support clause; and

I certify, to the best of my knowledge and belief, that the statements herein are true, accurate, and complete. I understand that willful provision of false information is a criminal offense (Title 18 U.S. Code, Section 1001) and that any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available to the government, be subject to civil penalties under the Program Fraud Civil Remedies Act of 1986 (45 CFR Part 79).

I agree that the right to title to this invention shall immediately revert back to the U.S. Government if a patent application has not been filed on this subject invention within one year unless written approval is received from the NIH for an extension of time. It is understood that a patent application has already been filed on this subject invention.

Huntington Potter Dated: 5/18/00  
Signature

Printed Name: Huntington Potter

Street Address: 12901 Bruce B. Downs Boulevard

City, State, Zip Code: Tampa, FL 33612

Area Code/Phone Number: 813-974-5369 E-mail: hpotter@hsc.usf.edu

(Information and signatures of additional inventors may be attached.)

As the authorizing official of the above-referenced institution, I hereby approve the release of rights to the above-reference invention. The inventor(s) certified above have permission to obtain rights to the above-referenced invention with the approval of the National Institutes of Health.

[Signature] Dated: 9/13/00  
Authorizing Official's Signature and Title

Exhibit C

# HARVARD UNIVERSITY

OFFICE FOR TECHNOLOGY AND TRADEMARK LICENSING  
TRADEMARK PROGRAM



## MEMORANDUM

To: Dr. Huntington Potter  
From: Joyce Brinton  
Re: Assignment of inventions  
Date: January 18, 2002

This memorandum of agreement includes the terms under which Harvard agrees to assign the patents and patent applications included in the following case to you:

- # 742-91 "Method for Detecting and Treating Alzheimer's Disease"

It is agreed that the assignment of ownership of the above patents and patent applications is subject to the following conditions:

- 1) The patents and patent applications included in the above case shall be subject to a paid-up, non-exclusive irrevocable license to Harvard, with the right to sub-license other non-profit organizations, for research and educational purposes.
- 2) You shall be responsible for meeting all requirements imposed by the National Institutes of Health (or other federal agencies) as a result of US government funding of the research that led to these inventions.
- 3) You will assume control of and responsibility for the cost of patent prosecution and maintenance of these patents and patent applications and will keep NIH informed as required if patents or patent applications are to be abandoned.
- 4) You will pay to Harvard fifteen percent (15%) of any income you receive from the commercialization of these patents and patent applications. These funds will be distributed by Harvard under its usual distribution policy (including payment of a share to you as an inventor).
- 5) You will provide Harvard with annual reports on or about July 1 each year beginning in 2002 summarizing patent status and licensing efforts. Once licenses or other business arrangements have been entered into, these reports shall include progress toward commercialization as well as reports of income and will be accompanied by any payments due Harvard.

Agreed:

Joyce Brinton, for President and Fellows of  
Harvard College

2/4/02  
Date

Huntington Potter

1/29/02  
Date