

06-07-2002

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102115706

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) (date executed):

Laura Carter (5/15/02)
Matthew J. Whitters (5/15/02)
Mary Collins (5/15/02)
Deborah A. Young (5/16/02)
Debra Donaldson (5/16/02)
Leslie D. Lowe (5/16/02)
Michelle Unger (5/10/02)

5.31.02

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

2. Name and address of receiving party(ies)

Name: CuraGen Corporation
Internal Address: Intellectual Property Department
Street Address:
555 Long Wharf Drive, 11th Floor
New Haven, CT 06511

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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):

09/972.218 filed October 4, 2001

B. Patent No(s):

Additional numbers attached? Yes No

RECORDED
MAY 31 11 08-29
FINANCIAL SECTION

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

- Enclosed
- The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 22058-552C1P2.

DO NOT USE THIS SPACE

8. 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.

David E. Johnson, Reg. No. 41,874

May 31, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [10]

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

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

06/06/2002 6TQM11 00000063 09972218
01 FC:581 40.00 OP

ASSIGNMENT

We, Laura Carter, Matthew J. Whitters, Mary Collins, Deborah A. Young, Debra Donaldson, Leslie D. Lowe and Michelle Unger, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Wyeth**, a corporation organized and existing under the laws of the State of Delaware and having a place of business at 87 Cambridge Park Drive, Cambridge, Massachusetts 02140, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my 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:

MU-1, MEMBER OF THE CYTOKINE RECEPTOR FAMILY

filed with the U.S. Patent and Trademark Office on October 4, 2001 and assigned Serial No. 09/972,218 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 at 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.

I 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.

I 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.

I 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.

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

I 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: 5-15-02
Laura Carter
Signature of: **Laura Carter**

State of MA
County of Middlesex

Subscribed and sworn to before me this 15th day of May.

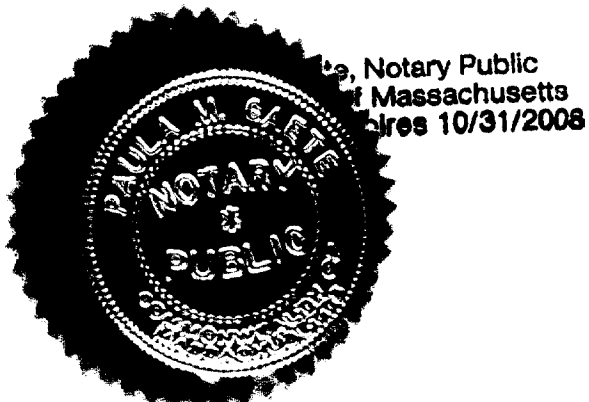
**Paula M. Gaete, Notary Public
Commonwealth of Massachusetts
My Commission Expires 10/31/2008**

Paula M. Gaete
Notary Public
My commission expires 10-31-08

Date: 5/15/02
Matthew J. Whitters
Signature of: **Matthew J. Whitters**

State of MA
County of Middlesex

Subscribed and sworn to before me this 15th day of May.



Paula M. Gaete
Notary Public
My commission expires 10-31-08

Date: 5-16-02

Mary Collins
Signature of: Mary Collins

State of MA
County of Middlesex

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

Paula M. Gaete
Paula M. Gaete, Notary Public
Commonwealth of Massachusetts
Notary Public
My Commission Expires 10/31/2008
My commission expires 10-31-08

Date: 5-16-02

Deborah A. Young
Signature of: Deborah A. Young

State of MA
County of Middlesex

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

Paula M. Gaete
Notary Public
My commission expires 10-31-08
Paula M. Gaete, Notary Public
Commonwealth of Massachusetts
My Commission Expires 10/31/2008

Date: 5-16-02

Debra Donaldson
Signature of: Debra Donaldson

State of MA
County of Middlesex

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

Paula M. Gaete
Paula M. Gaete, Notary Public
Commonwealth of Massachusetts
Notary Public
My Commission Expires 10/31/2008
My commission expires 10-31-08

Date: 5-16-02

Leslie D. Lowe
Signature of: Leslie D. Lowe

State of MA
County of Middlesex

Subscribed and sworn to before me this 16 day of May.

Paula M. Gaete
Notary Public

My commission expires 10/31/2008
**Paula M. Gaete, Notary Public
Commonwealth of Massachusetts
My Commission Expires 10/31/2008**

Date: 5-16-02

Signature of: Michelle Unger

State of MA
County of Middlesex

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

Paula M. Gaete
Notary Public

My commission expires 10-31-08

TRA 1664980v1



ASSIGNMENT

We, Laura Carter, Matthew J. Whitters, Mary Collins, Deborah A. Young, Debra Donaldson, Leslie D. Lowe and Michelle Unger, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Wyeth**, a corporation organized and existing under the laws of the State of Delaware and having a place of business at 87 Cambridge Park Drive, Cambridge, Massachusetts 02140, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my 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:

MU-1, MEMBER OF THE CYTOKINE RECEPTOR FAMILY

filed with the U.S. Patent and Trademark Office on October 4, 2001 and assigned Serial No. 09/972,218 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 at 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.

I 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.

I 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.

I 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.

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

I 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: _____

Signature of: **Laura Carter**

State of _____

County of _____

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

Notary Public

My commission expires _____

Date: _____

Signature of: **Matthew J. Whitters**

State of _____

County of _____

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

Notary Public

My commission expires _____

Date: _____

Signature of: Mary Collins

State of _____

County of _____

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

Notary Public

My commission expires _____

Date: _____

Signature of: Deborah A. Young

State of _____

County of _____

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

Notary Public

My commission expires _____

Date: _____

Signature of: Debra Donaldson

State of _____

County of _____

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

Notary Public

My commission expires _____

Date: _____

Signature of: **Leslie D. Lowe**

State of _____

County of _____

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

Notary Public

My commission expires _____

Date: 5/10/02

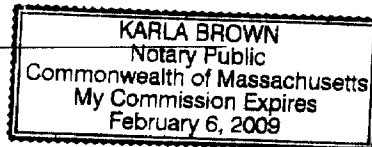
Michelle J. Unger
Signature of: **Michelle Unger**

State of Massachusetts
County of Middlesex County

Subscribed and sworn to before me this 10th day of May.

Karla Brown
Notary Public

My commission expires _____



TRA 1664980v1