

07-02-2002



ocket No. 21402-124 (CURA-424)

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

RECOF

102141766

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):

Valerie L. Gerlach (6/20/02)
John MacDougall (6/20/02)
Glennnda Smithson (6/20/02)
Isabelle Millet (6/20/02)
David Stone (6/20/02)
Erik Gunther (6/20/02)
Karen Ellerman (6/20/02)
William M. Grosse (3/20/02)
John P. Alsobrook II (6/20/02)
Denise M. Lepley (6/20/02)
Catherine Burgess (6/20/02)
Muralidhara Padigaru (6/20/02)
Ramesh Kekuda (6/20/02)
Kimberly A. Spytek (6/20/02)
Martin D. Leach (6/20/02)
Richard Shimkets (6/20/02)

6.26.02

2. Name and address of receiving party(ies)

Name: CuraGen Corporation
Internal Address: 555 Long Wharf Drive
New Haven, CT 06511
Street Address: 555 Long Wharf Drive
New Haven, CT 06511

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

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

3. Nature of conveyance:

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

Execution Date: March 20, 2002 and June 20, 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):

09/964,956

B. Patent No(s):

Additional numbers attached? Yes 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
 Enclosed
 The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 21402-124 (CURA-424).

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.

Sean M. Coughlin, Reg. No. 48,593

Sean M. Coughlin
Signature

JUN 26 2002
Date

Total number of pages including cover sheet, attachments, and document: [17]

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

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

07/02/2002 6TOM11 00000010 09964956

01 FC:581

40.00 DP

TRA 1684165v1

PATENT
REEL: 013033 FRAME: 0838

Express Mail Label No.: EV139498964US

Date of Deposit: June 26, 2002

Attorney Docket No. 21402-124 (CURA-424)

ASSIGNMENT

We, **Valerie Gerlach, John MacDougall, Glenda Smithson, Isabelle Millet, David Stone, Erik Gunther, Karen Ellerman, William Grosse, John Alsobrook II, Denise Lepley, Catherine Burgess, Muralidhara Padigaru, Ramesh Kekuda, Kimberly Spytek, Martin Leach, Richard Shimkets**, 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) 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:

NOVEL PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **September 26, 2001**, given Serial No. **09/964,956**, 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 name 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.

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 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: **Valerie Gerlach**

State of _____
County of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: **John MacDougall**

State of _____
County of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Glenda Smithson

State of _____
County of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Isabelle Millet

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date:

Signature of: David Stone

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Erik Gunther

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Karen Ellerman

State of _____

Country of _____

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

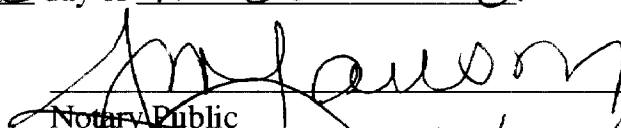
Notary Public

My commission expires _____.

Date: 3/20/02 
Signature of: William Grosse

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of March 02.


Notary Public
My commission expires 2/28/04.

Date: _____
Signature of: John Alsobrook II

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Catherine Burgess

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Muralidhara Padigaru

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Ramesh Kekuda

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Kimberly Spytek

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Martin Leach

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Richard Shimkets

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Express Mail Label No.: **EV139498 964US**
Date of Deposit: **June 26, 2002**

Attorney Docket No. 21402-124 (CURA-424)

ASSIGNMENT

We, **Valerie Gerlach, John MacDougall, Glenda Smithson, Isabelle Millet, David Stone, Erik Gunther, Karen Ellerman, William Grosse, John Alsobrook II, Denise Lepley, Catherine Burgess, Muralidhara Padigaru, Ramesh Kekuda, Kimberly Spytek, Martin Leach, Richard Shimkets**, 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) 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:

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Date: 6/20/02

Valerie Gerlach

Signature of: Valerie Gerlach

State of Connecticut

County of NEW HAVEN

Subscribed and sworn to before me this 20 day of JUNE, 2002

[Signature]
Notary Public
My commission expires 2/28/02

Date: 6/29/02

[Signature]

Signature of: John MacDougall

State of CONNECTICUT

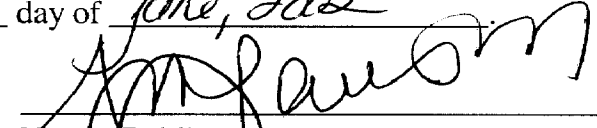
County of NEW HAVEN

Subscribed and sworn to before me this 27 day of JUNE, 2002

[Signature]
Notary Public
My commission expires 2/28/02

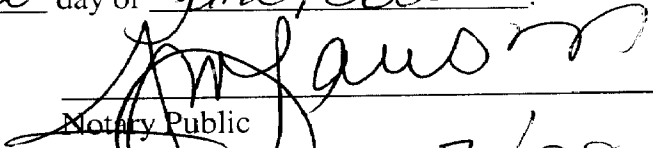
Date: 6/20/02 
Signature of: Glenn Smithson

State of Connecticut
County of NEW HAVEN


Subscribed and sworn to before me this 20 day of June, 2002

Notary Public
My commission expires 2/28/04

Date: 6/20/02 
Signature of: Isabelle Millet

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002

Notary Public
My commission expires 2/28/04

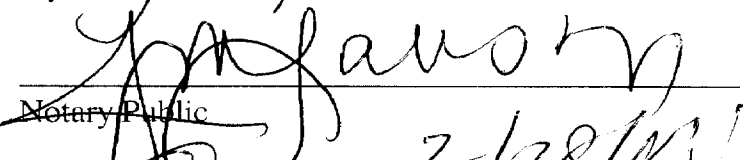
Date: 6-20-02



Signature of: David Stone

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.



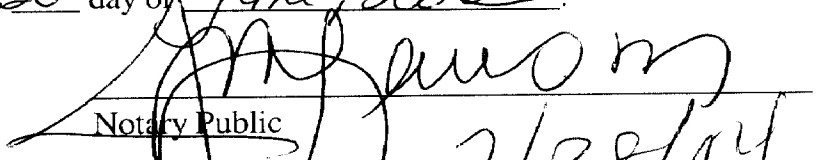
Notary Public
My commission expires 2/28/04

Date:
State of Connecticut
Country of USA



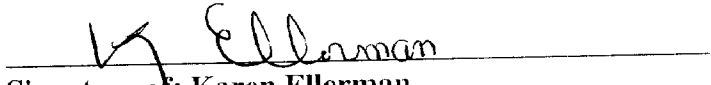
Signature of: Erik Gunther

Subscribed and sworn to before me this 20 day of June, 2002.



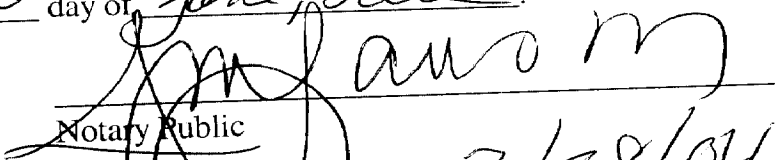
Notary Public
My commission expires 2/28/04

Date: 10/20/02
State of Connecticut
Country of USA



Signature of: Karen Ellerman

Subscribed and sworn to before me this 20 day of June, 2002.



Notary Public
My commission expires 2/28/04

Date: _____
Signature of: William Grosse

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: 6/20/02
Signature of: John Alsobrook II

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June 2002.

Notary Public
My commission expires 7/28/04

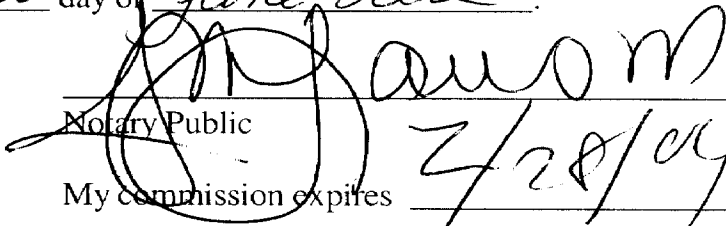
Date: 6-20-02


Signature of: Denise Lepley

State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public
My commission expires 2/28/04.

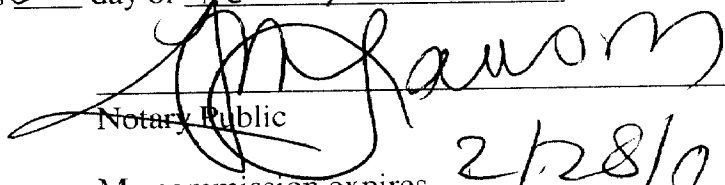
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Signature of: Catherine Burgess

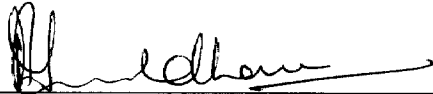
State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

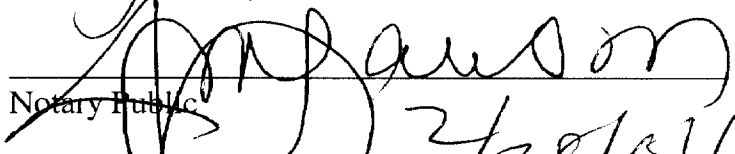

Notary Public
My commission expires 2/28/04.

Date: 6/20/02


Signature of: Muralidhara Padigaru

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

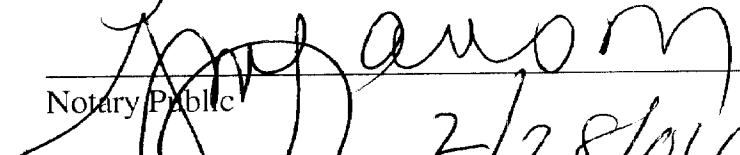

Notary Public
My commission expires 2/28/04

Date: 6/20/2002

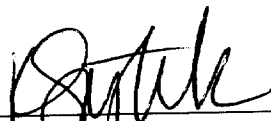

Signature of: Ramesh Kekuda

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

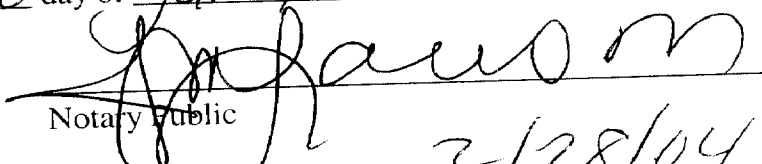

Notary Public
My commission expires 2/28/04

Date: 6/20/01


Signature of: Kimberly Spytek

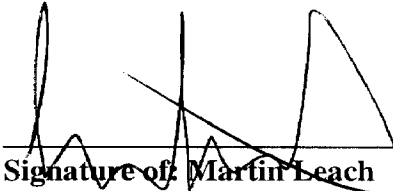
State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public
My commission expires 2/28/04

Date:

6/20/02



Signature of Martin Leach

State of

Connecticut

Country of

USA

Subscribed and sworn to before me this

20 day of June, 2002.



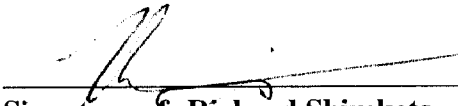
Notary Public

My commission expires

2/28/04

Date:

6/20/02



Signature of: Richard Shimkets

State of


Connecticut

Country of

USA

Subscribed and sworn to before me this

20 day of June, 2002.



Notary Public

My commission expires

2/28/04

TRA 1621487v1

Express Mail Label No.: EV139498 964US
Date of Deposit: June 26, 2002

Attorney Docket No. 21402-124 (CURA-424)

ASSIGNMENT

We, **Valerie Gerlach, John MacDougall, Glenda Smithson, Isabelle Millet, David Stone, Erik Gunther, Karen Ellerman, William Grosse, John Alsobrook II, Denise Lepley, Catherine Burgess, Muralidhara Padigaru, Ramesh Kekuda, Kimberly Spytek, Martin Leach, Richard Shimkets**, 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) 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:

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Date: 6/20/02 Valerie Gerlach
Signature of: Valerie Gerlach

State of Connecticut
County of NEW HAVEN

Subscribed and sworn to before me this 20 day of JUNE, 2002.
[Signature]
Notary Public
My commission expires 2/28/02.

Date: 6/27/02 [Signature]
Signature of: John MacDougall

State of CONNECTICUT
County of NEW HAVEN

Subscribed and sworn to before me this 27 day of JUNE, 2002.
[Signature]
Notary Public
My commission expires 2/28/02.

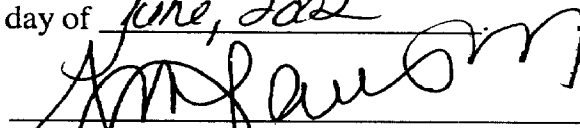
Date: 6/20/02


Signature of: Glenda Smithson

State of Connecticut

County of NEW HAVEN

Subscribed and sworn to before me this 20 day of June, 2002


Notary Public

My commission expires 2/28/04

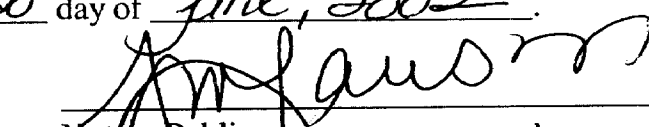
Date: 6/20/02


Signature of: Isabelle Millet

State of Connecticut

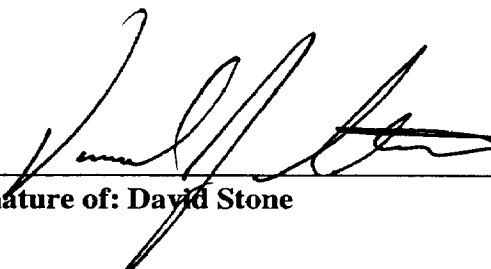
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002


Notary Public

My commission expires 2/28/04


Date: 6-20-02




Signature of: David Stone

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

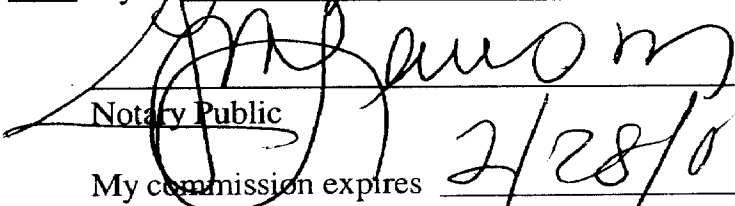


Notary Public
My commission expires 2/28/04


Signature of: Erik Gunther

Date:
State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.



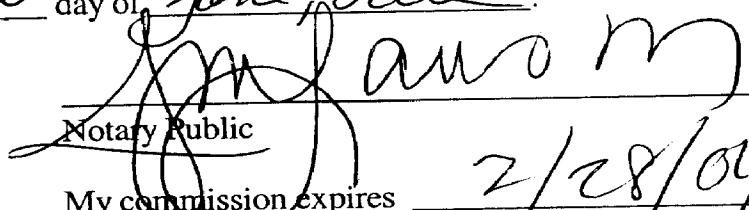
Notary Public
My commission expires 2/28/04

Date: 6/20/02
State of Connecticut
Country of USA



Signature of: Karen Ellerman

Subscribed and sworn to before me this 20 day of June, 2002.



Notary Public
My commission expires 2/28/04

Date: _____
Signature of: William Grosse

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: 6/20/02
Signature of: John Alsobrook II

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

Notary Public
My commission expires 4/28/04

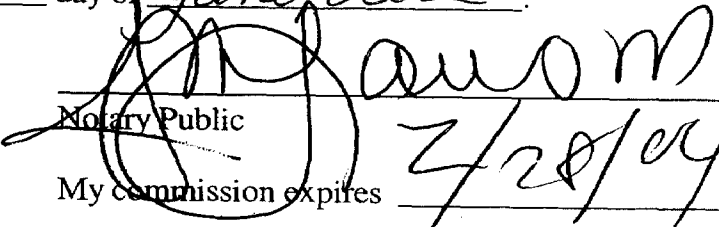
Date: 6-20-02


Signature of: Denise Lepley

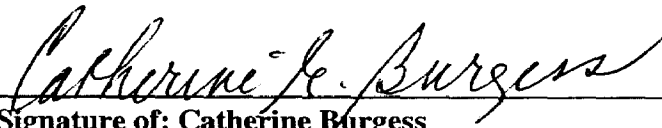
State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public
My commission expires 7/28/04

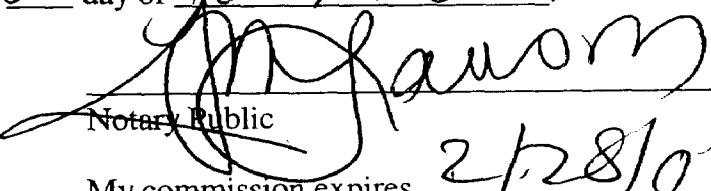
Date: 6/20/02


Signature of: Catherine Burgess

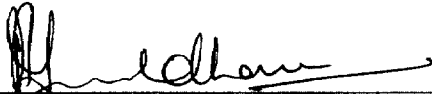
State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

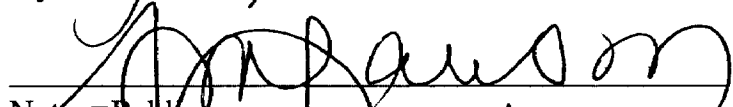

Notary Public
My commission expires 2/28/04

Date: 6/20/02


Signature of: Muralidhara Padigaru

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

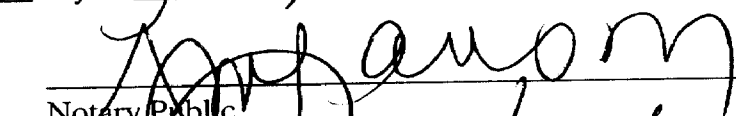

Notary Public
My commission expires 2/28/04

Date: 6/20/2002

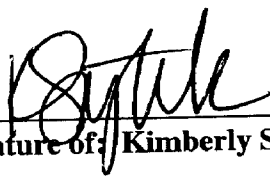

Signature of: Ramesh Kekuda

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

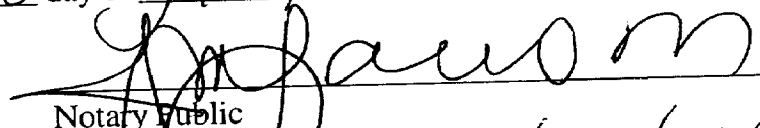

Notary Public
My commission expires 2/28/04

Date: 6/20/01

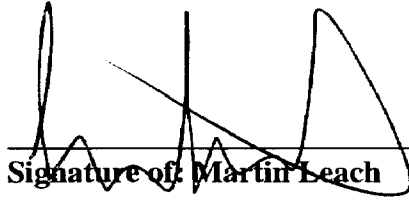

Signature of: Kimberly Spytek

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public
My commission expires 2/28/04

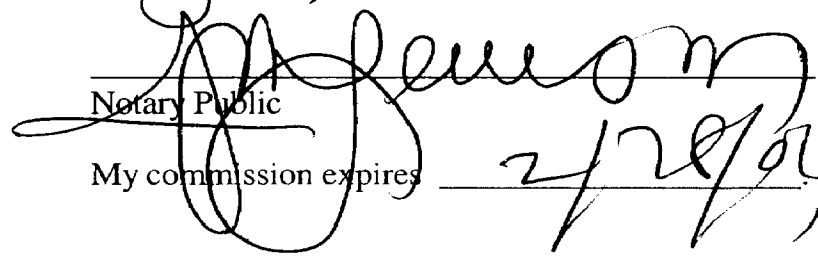
Date: 6/20/02



Signature of **Martin Leach**


State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.



Notary Public
My commission expires 2/28/04

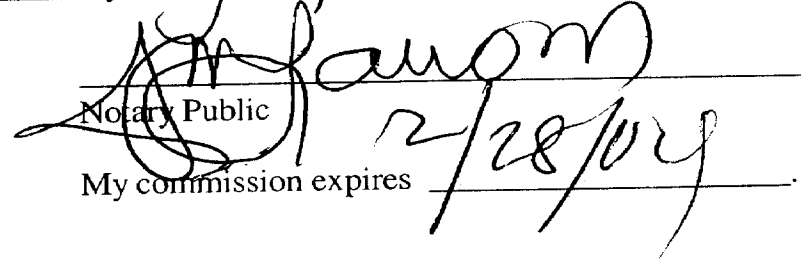
Date: 6/20/02



Signature of **Richard Shimkets**

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.



Notary Public
My commission expires 2/28/04

TRA 1621487v1

Express Mail Label No.: EV139498964US
Date of Deposit: June 26, 2002

Attorney Docket No. 21402-124 (CURA-424)

ASSIGNMENT

We, **Valerie Gerlach, John MacDougall, Glenda Smithson, Isabelle Millet, David Stone, Erik Gunther, Karen Ellerman, William Grosse, John Alsobrook II, Denise Lepley, Catherine Burgess, Muralidhara Padigaru, Ramesh Kekuda, Kimberly Spytek, Martin Leach, Richard Shimkets**, 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) 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:

NOVEL PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **September 26, 2001**, given Serial No. **09/964,956**, 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 name 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.

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 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: **Valerie Gerlach**

State of _____

County of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **John MacDougall**

State of _____

County of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Glenda Smithson

State of _____

County of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Isabelle Millet

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: David Stone

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Erik Gunther

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Karen Ellerman

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: 3/20/02
Signature of: William Grosse

State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of March.

William Grosse
Notary Public
My commission expires 2/28/04.

Date: _____
Signature of: John Alsobrook II

State of _____

Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Catherine Burgess

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Muralidhara Padigaru**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Ramesh Kekuda**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Kimberly Spytek**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Martin Leach

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Richard Shimkets

State of _____
Country of _____

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

Notary Public
My commission expires _____.

TRA 1621487v1

21402-124

Serial No. 09/964,956 File No. Cura-424 By: IRE/SMC/lmr
Title: Novel Proteins and Nucleic Acids Encoding Same
Application of Gerlach, et al Date: 9/26/01

The U.S. PTO Mail Room acknowledges receipt of the following on the date stamped hereon:

- Req. for CPA under 37 CFR 1.53(d)
- Change of Attorney's Address
- New Power of Attorney
- Patent Application
 - Non-provisional Provisional
 - Incl. _____ pages, (_____ pgs) Specification,
 - (_____ pgs) Abstract, (_____ pgs) Claims (_____ # claims)
- Design Patent Application
- Declaration(s)
- Drawings _____ sheet(s) (FIGS. _____)
 - Formal Informal
- Verified Statement claiming small entity status
- Assignment and Cover Sheet (2 cnt. pts. 8pgs., 16 total)
- Other Recordation Cover Sheet (1 pg.)
- Provisional Application Cover Sheet
- Inf. Discl. Statement, PTO Form 1449
- References Cited
- Copy of Notice to File Missing Parts
- Amendment/Response
- Petition for Ext. of Time (x2)
- Issue Fee Transmittal
- Letter to Official Draftsperson
- Notice of Appeal
- Brief (x3)
- Check for \$ 40.00 Check # 13231
- Transmittal Letter (x2)
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DATE MAILED 6-26-02


EV139498955US 13231

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ONE FINANCIAL CTR.
BOSTON, MA 02111

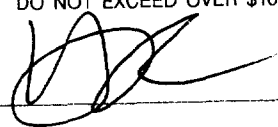
DATE 6/26/02 5-13/110

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FOR 21402-124 Cura-424 

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EV 139498955 US

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

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):

Valerie L. Gerlach (6/20/02)
John MacDougall (6/20/02)
Glennnda Smithson (6/20/02)
Isabelle Millet (6/20/02)
David Stone (6/20/02)
Erik Gunther (6/20/02)
Karen Ellerman (6/20/02)
William M. Grosse (3/20/02)
John P. Alsobrook II (6/20/02)
Denise M. Lepley (6/20/02)
Catherine Burgess (6/20/02)
Muralidhara Padigaru (6/20/02)
Ramesh Kekuda (6/20/02)
Kimberly A. Spytek (6/20/02)
Martin D. Leach (6/20/02)
Richard Shimkets (6/20/02)

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

2. Name and address of receiving party(ies)

Name: CuraGen Corporation

Internal Address: 555 Long Wharf Drive
New Haven, CT 06511

Street Address: 555 Long Wharf Drive
New Haven, CT 06511

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 20, 2002 and June 20, 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):

09/964,956

B. Patent No(s):

Additional numbers attached? Yes 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

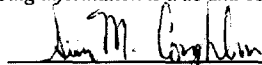
- Enclosed
 The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 21402-124 (CURA-424).

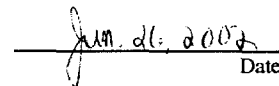
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9. Statement and signature

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.

Sean M. Coughlin, Reg. No. 48,593


Signature


Date

Total number of pages including cover sheet, attachments, and document: [17]

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

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Washington, D.C. 20231

Express Mail Label No.: **EV139498 964US**
Date of Deposit: **June 26, 2002**

Attorney Docket No. 21402-124 (CURA-424)

ASSIGNMENT

We, **Valerie Gerlach, John MacDougall, Glenda Smithson, Isabelle Millet, David Stone, Erik Gunther, Karen Ellerman, William Grosse, John Alsobrook II, Denise Lepley, Catherine Burgess, Muralidhara Padigaru, Ramesh Kekuda, Kimberly Spytek, Martin Leach, Richard Shimkets**, 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) 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:

NOVEL PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **September 26, 2001**, given Serial No. **09/964,956**, 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 name 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.

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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: 6/20/02

Valerie Gerlach

Signature of: Valerie Gerlach

State of Connecticut
County of New Haven

Subscribed and sworn to before me this 20 day of June, 2002

[Signature]
Notary Public
My commission expires 2/28/07

Date: 6/27/02

[Signature]

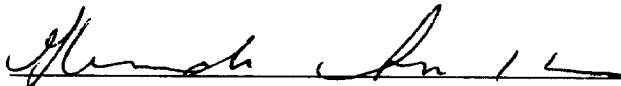
Signature of: John MacDougall

State of Connecticut
County of New Haven

Subscribed and sworn to before me this 27 day of June 2002

[Signature]
Notary Public
My commission expires 2/28/07

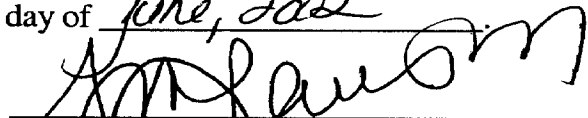
Date: 6/20/02


Signature of: Glenda Smithson

State of Connecticut

County of NEW HAVEN

Subscribed and sworn to before me this 20 day of June, 2002


Notary Public

My commission expires 2/28/04

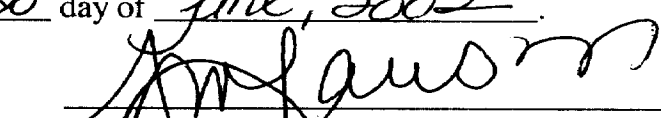
Date: 6/20/02


Signature of: Isabelle Millet

State of Connecticut

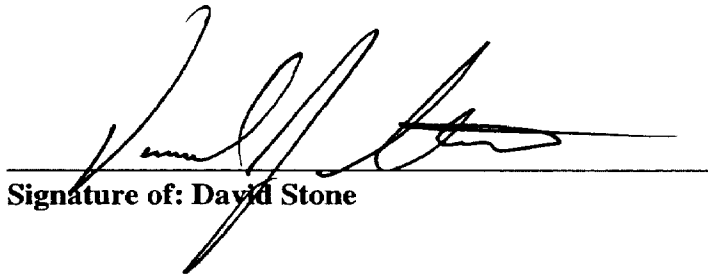
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002


Notary Public

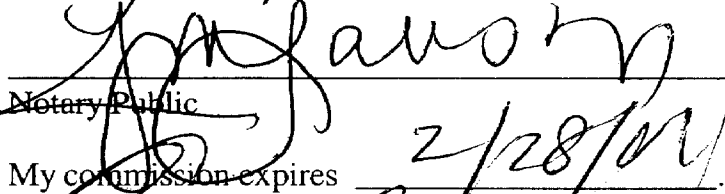
My commission expires 2/28/04

Date: 6-20-02


Signature of: David Stone

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

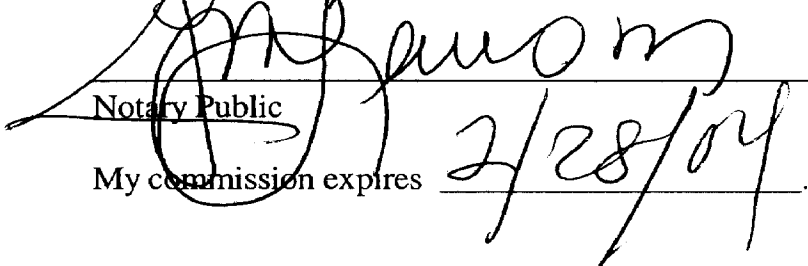

Notary Public
My commission expires 2/28/04

Date:

State of Connecticut
Country of USA


Signature of: Erik Gunther

Subscribed and sworn to before me this 20 day of June, 2002.

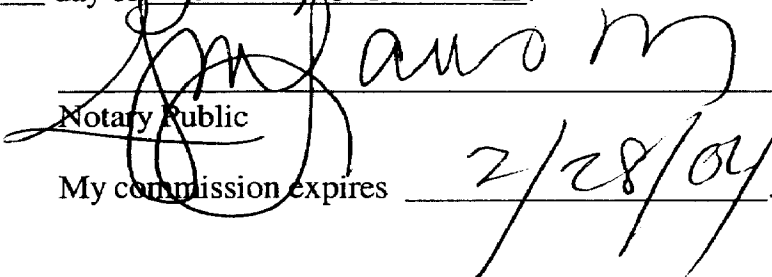

Notary Public
My commission expires 2/28/04

Date:

10/20/02
State of Connecticut
Country of USA


Signature of: Karen Ellerman

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public
My commission expires 2/28/04

Date: _____
Signature of: William Grosse

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: 6/20/02
Signature of: John Alsobrook II

State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June 2002.

Notary Public

My commission expires 7/28/04.

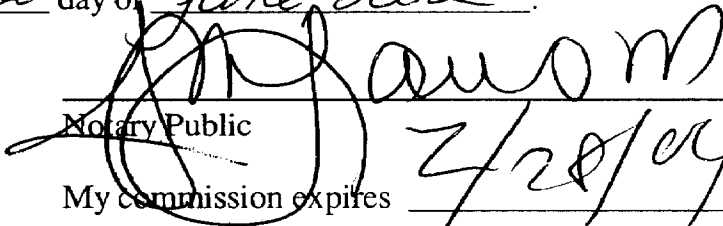
Date: 6-2002


Signature of: Denise Lepley

State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June 2002.


Notary Public
My commission expires 7/28/04.

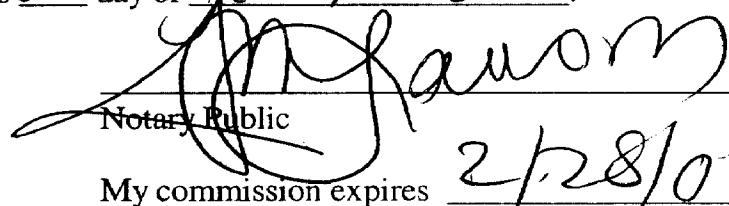
Date: 6/20/02


Signature of: Catherine Burgess

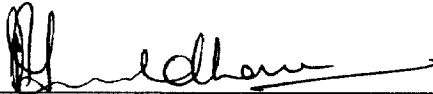
State of Connecticut

Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

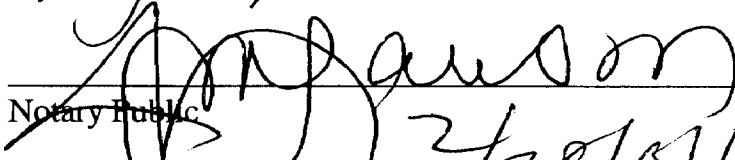

Notary Public
My commission expires 2/28/04.

Date: 6/20/02


Signature of: Muralidhara Padigaru

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

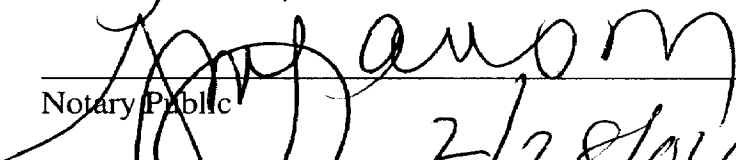

Notary Public
My commission expires 2/28/04

Date: 6/20/2002


Signature of: Ramesh Kekuda

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.

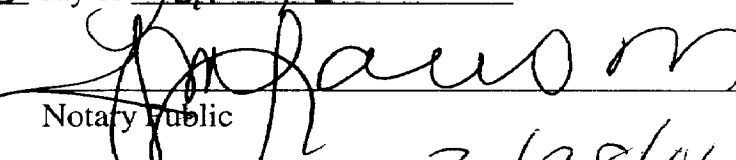

Notary Public
My commission expires 2/28/04

Date: 6/20/01


Signature of: Kimberly Spyttek

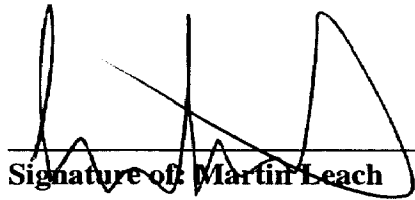
State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public
My commission expires 2/28/04

Date:

6/20/02


Signature of **Martin Leach**

State of

Connecticut

Country of

USA

Subscribed and sworn to before me this 20 day of June, 2002.

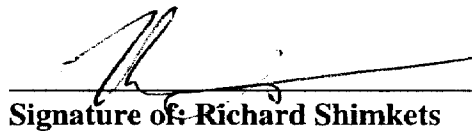

Notary Public

My commission expires

2/28/04

Date:

6/20/02


Signature of **Richard Shimkets**

State of

Connecticut

Country of

USA

Subscribed and sworn to before me this 20 day of June, 2002.


Notary Public

My commission expires

2/28/04

TRA 1621487v1

Express Mail Label No.: EV139498964US

Date of Deposit: June 26, 2002

Attorney Docket No. 21402-124 (CURA-424)

ASSIGNMENT

We, **Valerie Gerlach, John MacDougall, Glennda Smithson, Isabelle Millet, David Stone, Erik Gunther, Karen Ellerman, William Grosse, John Alsobrook II, Denise Lepley, Catherine Burgess, Muralidhara Padigaru, Ramesh Kekuda, Kimberly Spytek, Martin Leach, Richard Shimkets**, 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) 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:

NOVEL PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **September 26, 2001**, given Serial No. **09/964,956**, 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 name 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.

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 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: Valerie Gerlach

State of _____

County of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John MacDougall

State of _____

County of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Glenda Smithson

State of _____

County of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Isabelle Millet

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: David Stone

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Erik Gunther

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Karen Ellerman

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: 3/20/02 _____
Signature of: William Grosse

State of Connecticut
Country of USA

Subscribed and sworn to before me this 20 day of March.

[Signature]
Notary Public
My commission expires 2/28/04.

Date: _____
Signature of: John Alsobrook II

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Catherine Burgess

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Muralidhara Padigaru**

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: **Ramesh Kekuda**

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: **Kimberly Spytek**

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Martin Leach

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Richard Shimkets

State of _____
Country of _____

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

Notary Public
My commission expires _____.

TRA 1621487v1