

07-08-2002

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31)



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R SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Suzanne Fuqua (6/3/02), Peter O'Connell (6/11/02), D.
C. Allred (6/18/02), and Torsten A. Hopp (6/5/02)

7.1.02

Additional name(s) of conveying party(ies)
attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: Baylor College of Medicine

Internal Address: One Baylor Plaza

Street Address: BCMD, 600D

City: Houston

State: Texas

Zip: 77030

Additional name(s) &
address(es) attached:

☐ Yes ☒ 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 new application is:

A. Patent Application No.(s):

10/052,092 60/262,990 60/304,018

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa L. Sistrunk
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: HO-P02102US2

Street Address:
1301 McKinney, Suite 5100

City:
Houston

State: TX Zip: 77010-3095

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 120.00

☒ Enclosed

☐ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

06-2375

(Attach duplicate copy of this page if paying by deposit account)

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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.

Melissa L. Sistrunk
Name of Person Signing

Melissa L. Sistrunk
Signature

July 1, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 4

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EU098492885US, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: July 1, 2002

Signature: Monica L. Thomas (Monica L. Thomas)

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PATENT

REEL: 013047 FRAME: 0089

ASSIGNMENT

WHEREAS, we, SUZANNE FUQUA a citizen of the USA, residing at 5410 Drakeview Court, Sugar Land, Texas, PETER O'CONNELL a citizen of the USA, residing at 3821 Jack Street, Houston, Texas, D. CRAIG ALLRED a citizen of the USA, residing at 4249 Greeley Street, Houston, Texas, and TORSTEN A. HOPP a citizen of the USA, residing at 3514 Chatwood Drive, Pearland, Texas; (herein called "Assignors") are the co-inventors of a certain new and useful invention entitled "METHODS AND COMPOSITIONS IN BREAST CANCER DIAGNOSIS AND THERAPEUTICS" (herein called the "Invention"); and

WHEREAS, the Assignors are Professor Fuqua, Professor O'Connell, Professor Allfred and Instructor Hopp (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignors represent that they are the sole and only inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignors were serving in their positions of College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignors are desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, Assignors acknowledge that they are assigning their right as part of their obligations as College Personnel, their use of the facilities of Assignee to make the Invention and his/her desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignors, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignors under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee, under the terms and conditions of Baylor's Patent Policy all of Assignors' rights throughout the world in and to:

1. Said Invention;
2. United States of America Provisional Patent Application No. 60/262,990 on said Invention filed on January 19, 2001.
3. United States of America Provisional Patent Application No. 60/304,018 on said Invention filed July 9, 2001.
4. United States of America Patent Application No. 10/052/092 on said Invention filed on January 18, 2002.
3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignors or their legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, renewals, reissues, extension and the like of said applications and patents and like grants, including without

limitation, those obtained or permissible under past, present and future law or statutes;

6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

7. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

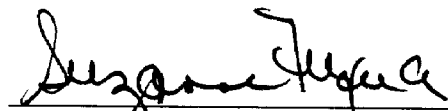
This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignors from any corporation or other entity commercializing the Invention shall be in exchange for Assignors' assignment of the Invention hereunder and pursuant to Assignors' rights under the Baylor Patent Policy.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite our signatures.

Dated: 6/3/02


SUZANNE FUQUA

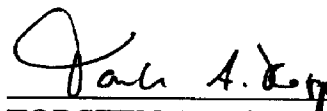
Dated: 6/11/02


PETER O'CONNELL

Dated: 6.18.02


D. CRAIG ALLRED

Dated: 6/5/02


TORSTEN A. HOPP

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