ASSIGNMENT RE

of the original document.

Name of Person Signing

Elizabeth A. Stanek, Reg. 48,568

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

09-17-2002

EET Patents Only

To the Honorable Con Date: September 10, 2002 102223747 Attorney Docket No. 5656-25 Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): UAB Research Foundation Raymond E. Ideker 701 S. 20th Street, Suite 1120G Gregory P. Walcott Birmingham, Alabama 35294-0111 Additional name(s) of conveying party(ies) attached? Yes _X__No 3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name Other ____ Additional name(s) & address(es) attached? ____ Yes __X_ No Execution Date: September 10, 2002 4. Application Serial No. [0238340 Patent No. If this document is being filed together with a new application, the execution date of the application is: September 10, 2002 Additional numbers attached? Yes X No 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41) \$40.00 ____ Enclosed Elizabeth A. Stanek ___ Authorized to be charged to deposit account Myers Bigel Sibley & Sajovec P.O. Box 37428 Raleigh NC 27627 8. Deposit account number: 50-0220 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

PATENT

September 10, 2002

Date

REEL: 013283 FRAME: 0259

Attorney Docket No. 5656-25

ASSIGNMENT

THIS ASSIGNMENT, made by us, Raymond E. Ideker, a citizen of the United States of America, residing at 76 Arlington Court, 2600 Arlington Avenue South, Birmingham, Alabama 35205; and Gregory P. Walcott a citizen of the United States of America, residing at 280 Highway 48, Wilsonville, Alabama 35186;

WITNESSETH: That,

WHEREAS, the UAB Research Foundation, an educational institution chartered under the laws of the State of Alabama having a principal operation at 701 S. 20th Street, Suite 1120G, Birmingham, County of Jefferson, State of Alabama 35294-0111, hereinafter referred to as assignee, is desirous of acquiring our entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America, and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as

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fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignce complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 10th day of September, 2002. RAYMOND E. IDEKER (SEAL))) ss: 422-70-9575

STATE OF ALABAMA

COUNTY OF June 180

Before me personally appeared Raymond E. Ideker, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 10 day of Jeptember 2002.

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 16, 20192

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _______ day of ________, 2002.

(SEAL)

GREGORY P. WALCOTT

STATE OF ALABAMA

COUNTY OF Jeggerson

ss: 422-70-9575

SEAL:

My Commission Expires:

INV COMMISSION EXPIRES SEPT. 16, 2002