

09-20-2002



102228611

Docket No: ACY33251

Patent

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U.S. DEPARTMENT OF COMMERCE  
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1. Submission Type

9-16-02

- New
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Document ID #
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Reel #            Frame #
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2. Conveyance Type:

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

3. Conveying party(ies):

Chen, Dexiang  
Vandermeid, Karl R.  
McMichael, John C.  
Barniak, Vicki L.

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

- Yes
- No

Execution Date: Dexiang Chen – August 27, 2002  
Karl R. Vandermeid – August 13, 2002  
John C. McMichael – August 13, 2002  
Vicki L. Barniak – August 13, 2002

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FINANCE SECTION

4. Receiving party(ies):

American Cyanamid Company  
Five Giralda Farms  
Madison, New Jersey 07940-0874

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

- Yes
- No

09/19/2002 LNUELLER 00000004 011300 09355398

01 FC:581 40.00 CH

5. Correspondent address:

Bill T. Brazil  
Wyeth  
Patent Law Department  
Five Giralda Farms  
Madison, NJ 07940-0874  
Tel. No. (732) 274-4678

6. 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 Number(s): 09/355,398 filed October 21, 1999

B. Patent Number(s):

C. Patent Cooperation Treaty (PCT) Application Number(s) (only if a U.S. Application Number has not been assigned):

Additional numbers attached:

- Yes  
 No

7. Pages: Enter the total number of pages of the attached conveyance document including any attachments: 8

8. Total number of properties involved: 1

9. Total Fee (37 CFR 3.41): \$40.00

- Enclosed  
 Authorized to be charged to deposit account.

10. Deposit Account Number: 01-1300, American Cyanamid Company  
Authorization is given to charge any additional fees to deposit account.  
(Attach duplicate copy of this page if paying by deposit account).

11. 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. Charges to deposit account are authorized, as indicated herein.

September 16, 2002  
Date

Bill T. Brazil  
Bill T. Brazil  
Agent for Applicants  
Reg. No. 50,733

For:  U.S. and/or  Foreign Rights  
For:  U.S. Application or  U.S. Patent

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR:

- 
- (1) Full Name of Inventor: CHEN, Dexiang  
Residence: 9 Scranton Court, Madison, Wisconsin 53719  
Citizenship: People's Republic of China
- 
- (2) Full Name of Inventor: VANDERMEID, Karl R.  
Residence: 161 Sethland Drive, Rochester, New York 14617  
Citizenship: United States of America
- 
- (3) Full Name of Inventor: MCMICHAEL, John C.  
Residence: 186 Canterbury Road, Rochester, New York 14607  
Citizenship: United States of America
- 
- (4) Full Name of Inventor: BARNIAK, Vicki L.  
Residence: 161 Wakeman Road, Fairport, New York 14450  
Citizenship: United States of America
- 

for whom an assignment was recorded in the U.S. Patent and Trademark Office on \_\_\_\_\_, Reel \_\_\_\_\_, Frame \_\_\_\_\_, hereby sells, assigns and transfers to ASSIGNEE:

American Cyanamid Company  
Five Giralda Farms  
Madison, New Jersey 07940-0874

and the successors, assigns and legal representatives of the ASSIGNEE his entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**THE 74 Kd OUTER MEMBRANE PROTEIN FROM *MORAXELLA*  
*CATARRHALIS***

and which is found in

- (a)  U.S. application Serial No. 09/355,398 filed on October 21, 1999  
(b)  U.S. Patent No.                      issued on:

[Check (c) if foreign application(s) is also being assigned]

- (c)  and any legal equivalent thereof in a foreign country,

including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, extension, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

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

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Citizenship: People's Republic of China

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Residence: 161 Sethland Drive, Rochester, New York 14617  
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Residence: 186 Canterbury Road, Rochester, New York 14607  
Citizenship: United States of America

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CATARRHALIS**

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- (c)  and any legal equivalent thereof in a foreign country,

including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, extension, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

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ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters Patent for said invention in any of said countries in its own name, or in ASSIGNOR'S name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuations, continuations-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications for Letters Patent for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.





John C. McMichael L.S. Aug 13, 2002  
John C. McMichael Date

ACKNOWLEDGMENT

State of New York }  
County of Monroe }  
ss:

On the 13<sup>th</sup> day of Aug 2002, John C. McMichael personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

**KAREN L. PIAMPIANO**  
Notary Public, State of New York  
No. 4898701  
Qualified in Monroe County  
Commission Expires June 15, 2003

Karen Piampiano  
Notary Public

Vicki L. Barniak L.S. August 13, 2002  
Vicki L. Barniak Date

ACKNOWLEDGMENT

State of New York }  
County of Monroe }  
ss:

On the 13<sup>th</sup> day of Aug 2002, Vicki L. Barniak personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Karen Piampiano  
Notary Public  
**KAREN L. PIAMPIANO**  
Notary Public, State of New York  
No. 4898701  
Qualified in Monroe County  
Commission Expires June 15, 2003