

10/23/02



10-30-2002

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECOI

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

102265562

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

1. Name of conveying party(ies):

Jian Ni (10/15/02) and Steven M. Ruben (9/11/02)

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: Human Genome Sciences, Inc.

Internal Address:

Street Address:

9410 Key West Avenue

City: Rockville

State: MD

Zip: 20850

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):

09/512,363

B. Patent No.(s):

Additional numbers attached?

☐ Yes☒ No

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

Name: Kenley K. Hoover

HUMAN GENOME SCIENCES, INC.

Internal Address: Atty. Dkt.: PF396P1

Street Address:

9410 Key West Avenue

City:

Rockville

State:

MD

Zip:

20850

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account☐ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

08-3425

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.

Lin J. Hymel - 45,414

Name of Person Signing

Signature

October 23, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

10/30/2002 TDIAZ1 00000004 083425 09512363

01 FC:8021

40.00 CH

PATENT
REEL: 013421 FRAME: 0150

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, **Jian NI** and **Steven M. RUBEN**, hereby sells, assigns, transfers, and sets over to Human Genome Sciences, Inc. ("Assignee") having a place of business at 9410 Key West Avenue, Rockville, MD 20850, its successors, assigns and legal representatives, his/her entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions, and all other countries,

- (a) in and to the invention known as **Human Tumor Necrosis Factor Receptor-Like Proteins TR11, TR11SV1, and TR11SV2** for which application for United States Letters Patent was filed on **February 23, 2000**, and assigned US Serial No. **09/512,363**, in any and all applications thereon, in any and all Patent(s) therefore, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the patent application or patent therefor listed above in part (a), to the full extent of the term or terms for which patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Each of the undersigned further agrees that said Assignee may apply for and receive patent(s) for said invention(s) in its own name; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other patent applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper patent protection for said invention(s) and for vesting title to said invention(s) and all patent applications and all patents on said invention(s) in Assignee, its successors, assigns and representatives.

Each of the undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or patent(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.

Each of the undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

Each of the Practitioners at **Customer Number 22195** is hereby granted with full power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

Inventor's Signature: X Jian Ni Date: X 10/15/02

Inventor's Signature: Steven M. Ruben Date:

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, **Jian NI** and **Steven M. RUBEN**, hereby sells, assigns, transfers, and sets over to Human Genome Sciences, Inc. ("Assignee") having a place of business at 9410 Key West Avenue, Rockville, MD 20850, its successors, assigns and legal representatives, his/her entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions, and all other countries,

- (a) in and to the invention known as **Human Tumor Necrosis Factor Receptor-Like Proteins TR11, TR11SV1, and TR11SV2** for which application for United States Letters Patent was filed on **February 23, 2000**, and assigned US Serial No. **09/512,363**, in any and all applications thereon, in any and all Patent(s) therefore, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the patent application or patent therefor listed above in part (a), to the full extent of the term or terms for which patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Each of the undersigned further agrees that said Assignee may apply for and receive patent(s) for said invention(s) in its own name; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other patent applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper patent protection for said invention(s) and for vesting title to said invention(s) and all patent applications and all patents on said invention(s) in Assignee, its successors, assigns and representatives.

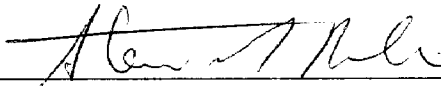
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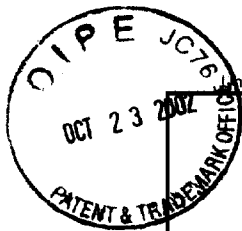
Each of the undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

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IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

Inventor's Signature: _____ Date: _____
Jian Ni

Inventor's Signature: *X*  _____ Date: *X* 9/11/02
Steven M. Ruben



FEE TRANSMITTAL for FY 2002

Patent fees are subject to annual revision.

☐ Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT (\$) 40.00

Complete if Known

Application Number	09/512,363-Conf. #4726
Filing Date	February 23, 2000
First Named Inventor	Jian Ni
Examiner Name	S. Huff
Group Art Unit	1642
Attorney Docket No.	PF396P1

METHOD OF PAYMENT (check all that apply)

☐ Check ☐ Credit Card ☐ Money Order ☐ Other ☐ None

☒ Deposit Account

Deposit
Account
Number

08-3425

Deposit
Account
Name

Human Genome Sciences, Inc.

The Commissioner is hereby authorized to: (check all that apply)

☒ Charge fee(s) indicated below ☒ Credit any overpayments

☒ Charge any additional fee(s) during the pendency of this application

☒ Charge fee(s) indicated below, except for the filing fee

to the above-identified deposit account

FEE CALCULATION

1. BASIC FILING FEE

Large Entity		Small Entity		Fee Description	Fee Paid
Fee Code	Fee (\$)	Fee Code	Fee (\$)		
101	740	201	370	Utility filing fee	
106	330	206	165	Design filing fee	
107	510	207	255	Plant filing fee	
108	740	208	370	Reissue filing fee	
114	160	214	80	Provisional filing fee	

SUBTOTAL (1) (\$) 0.00

2. EXTRA CLAIM FEES FOR UTILITY AND REISSUE

		Extra Claims	Fee from below	Fee Paid
Total Claims		20** =		
Independent Claims		3** =		
Multiple Dependent				

Large Entity		Small Entity		Fee Description
Fee Code	Fee (\$)	Fee Code	Fee (\$)	
103	18	203	9	Claims in excess of 20
102	84	202	42	Independent claims in excess of 3
104	280	204	140	Multiple dependent claim, if not paid
109	84	209	42	** Reissue independent claims over original patent
110	18	210	9	** Reissue claims in excess of 20 and over original patent

SUBTOTAL (2) (\$) 0.00

**or number previously paid, if greater; For Reissues, see above

FEE CALCULATION (continued)

3. ADDITIONAL FEES

Large Entity		Small Entity		Fee Description	Fee Paid
Fee Code	Fee (\$)	Fee Code	Fee (\$)		
105	130	205	65	Surcharge - late filing fee or oath	
127	50	227	25	Surcharge - late provisional filing fee or cover sheet.	
139	130	139	130	Non-English specification	
147	2,520	147	2,520	For filing a request for <i>ex parte</i> reexamination	
112	920*	112	920*	Requesting publication of SIR prior to Examiner action	
113	1,840*	113	1,840*	Requesting publication of SIR after Examiner action	
115	110	215	55	Extension for reply within first month	
116	400	216	200	Extension for reply within second month	
117	920	217	460	Extension for reply within third month	
118	1,440	218	720	Extension for reply within fourth month	
128	1,960	228	980	Extension for reply within fifth month	
119	320	219	160	Notice of Appeal	
120	320	220	160	Filing a brief in support of an appeal	
121	280	221	140	Request for oral hearing	
138	1,510	138	1,510	Petition to institute a public use proceeding	
140	110	240	55	Petition to revive - unavoidable	
141	1,280	241	640	Petition to revive - unintentional	
142	1,280	242	640	Utility issue fee (or reissue)	
143	460	243	230	Design issue fee	
144	620	244	310	Plant issue fee	
122	130	122	130	Petitions to the Commissioner	
123	50	123	50	Processing fee under 37 CFR 1.17(q)	
126	180	126	180	Submission of Information Disclosure Stmt	
581	40	581	40	Recording each patent assignment per property (times number of properties)	40.00
146	740	246	370	Filing a submission after final rejection (37 CFR 1.129(a))	
149	740	249	370	For each additional invention to be examined (37CFR 1.129(b))	
179	740	279	370	Request for Continued Examination (RCE)	
169	900	169	900	Request for expedited examination of a design application	

Other fee (specify) _____

*Reduced by Basic Filing Fee Paid

SUBTOTAL (3) (\$) 40.00

SUBMITTED BY

Name (Print/Type) Lin J. Hymel

Registration No.
(Attorney/Agent)

45,414

Complete (if applicable)

Telephone (301) 251-6015

Signature

Lin J. Hymel

Date

October 23, 2002



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO/SB/17 (11-01)
Approved for use through 10/31/2002. OMB 0651-0032
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

FEE TRANSMITTAL for FY 2002

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Total Claims -20** = x =
Independent Claims -3** = x =
Multiple Dependent =

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SUBTOTAL (2)					0.00

** or number previously paid, if greater; For Reissues, see above

FEE CALCULATION (continued)

3. ADDITIONAL FEES

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118	1,440	218	720	Extension for reply within fourth month	
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Other fee (specify)

*Reduced by Basic Filing Fee Paid SUBTOTAL (3) (\$) 40.00

SUBMITTED BY

Name (Print/Type)	Lin J. Hymel	Registration No. (Attorney/Agent)	45,414	Telephone	(301) 251-6015
Signature		Date	October 23, 2002		

Complete (if applicable)