

12-06-2002

Atty Ref/Docket No.: 1036.044US1



To the Honorable Commissioner of Patents and Trad

102303448

or copy thereof.

1. Name of conveying party(ies):

University of Virginia

2. Name and address of receiving party(ies):

Name: University of Virginia Patent Foundation

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

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other _____

Street Address: 1224 West Main Street
Suite 1-110

City: Charlottesville State: VA ZIP: 22903-2442

Execution Date: 11/14/2002

Additional name(s) & address(es) attached? [] Yes [X] 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 application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 10/263,379, filed October 1, 2002

Additional numbers attached? [] Yes [X] No

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

Name: William F. Prout

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our
Deposit account number: 19-0743

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.

William F. Prout/Reg. No. 33,995
Name of Person Signing

William F. Prout
Signature

November 26, 2002
Date

Total number of pages including cover sheet: 3

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

12/05/2002 BYRNE 00000186 10263379

01 FC:8021

40.00 BP

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 013543 FRAME: 0456

ASSIGNMENT

WHEREAS, the University of Virginia, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignor") possesses the right, title and interest for and in an invention entitled

2-PROPYNYL ADENOSINE ANALOGS HAVING A_{2A} AGONIST ACTIVITY AND COMPOSITIONS THEREOF

described in U.S. Provisional Patent Application Serial Nos. 60/326,517 and 60/383,200, filed October 1, 2001 and May 24, 2002 respectively, U.S. Patent Application Serial No. 10/263,379 filed October 1, 2002, International Patent Application Serial No. PCT/US02/31383 filed October 1, 2002 and all subsequent National Stage patent applications; and

WHEREAS, The University of Virginia Patent Foundation, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignor a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest herein assigned, that it has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignor further covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of
Representative for Assignor:



David J. Hudson

Representative's Title:

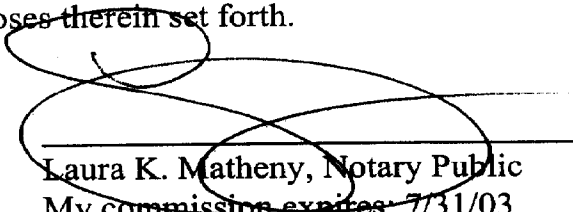
Associate Vice President for Research,
University of Virginia

Place of Execution:

City of Charlottesville, State of Virginia

COUNTY OF)
ALBEMARLE) ss:
STATE OF VIRGINIA)

On this 14 day of November, 2002, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared David J. Hudson, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.



Laura K. Matheny, Notary Public
My commission expires: 7/31/03