

12-06-2002

Atty Ref/Docket No.: 1036.044US1



102303452

To the Honorable Commissioner of Patents and Trademark

Copy thereof.

1. Name of conveying party(ies):

12-2-02

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

Joel M. Linden, Jayson M. Rieger, Timothy L. Macdonald,
Gail W. Sullivan, Lauren Jean Murphree and Robert Alan Figler

Name: University of Virginia

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

Street Address: 1224 West Main Street
Suite 1-110

3. Nature of conveyance:

- [X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other _____

City: Charlottesville State: VA ZIP: 22903-2442

Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: 11/13/2002; 11/14/2002; 11/07/2002; 11/13/2002;
11/13/2002; 11/13/2002

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:

6. Total number of applications and patents involved: 1

Name: William F. Prout

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

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

[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

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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.

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: 8

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

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PATENT
REEL: 013543 FRAME: 0468

Assignment of Invention

WHEREAS, we Joel M. Linden, Jayson M. Rieger, Timothy L. Macdonald, Gail W. Sullivan, Lauren Jean Murphree, and Robert Alan Figler (the "Assignors"), have made 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, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (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, Assignors have 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 Assignors 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 Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request 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 Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have 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 Assignors further covenant and agree 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 Assignors 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 Assignors further covenant and agree that Assignors 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, Assignors have hereunto set their hands.

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:


Joel M. Linden

207 Harvest Drive

Charlottesville, VA 22903

Place of Execution:

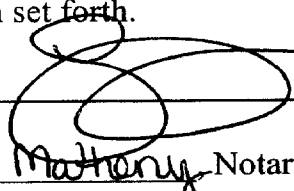
City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)

CITY OF CHARLOTTESVILLE) SS:

COMMONWEALTH OF VIRGINIA)

On this 13 day of November, 2002, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Joel M. Linden, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.


[please sign here and print name below]

Laura K Matheny Notary Public, my commission expires on: 7-31-03

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:


Jayson M. Rieger

11/14/02

~~1604 Huntwood Lane~~ 3388 Turnberry Circle
~~Charlottesville, VA 22901~~ CHARLOTTESVILLE, VA 22911

Place of Execution:

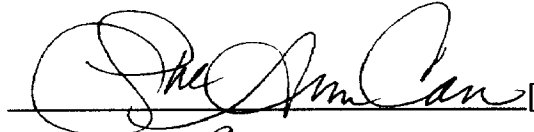
City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)

CITY OF CHARLOTTESVILLE) SS:

COMMONWEALTH OF VIRGINIA)

On this 14th day of November, 2002, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Jayson M. Rieger, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.



[please sign here and print name below]

Sue Ann Carr, Notary Public, my commission expires on: 3/31/04

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:


Timothy L. Macdonald

11/7/02

2625 Jefferson Park Circle
Charlottesville, VA 22903

Place of Execution:

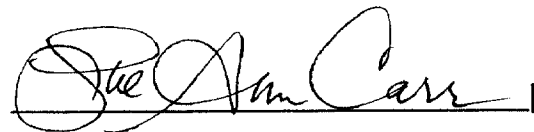
City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)

CITY OF CHARLOTTESVILLE) SS:

COMMONWEALTH OF VIRGINIA)

On this 7th day of November, 2002, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Timothy L. Macdonald, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.



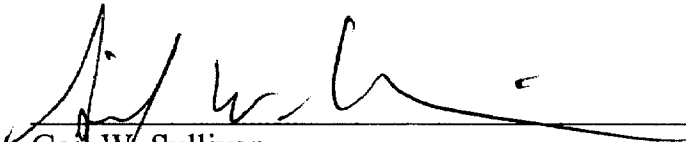
[please sign here and print name below]

Sue Ann Carr, Notary Public, my commission expires on: 3/31/04

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:


Gail W. Sullivan
568 Taylor's Gap Road
Charlottesville, VA 22903

Place of Execution:

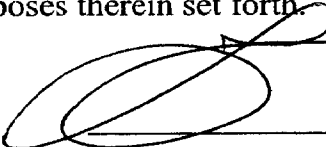
City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)

CITY OF CHARLOTTESVILLE) SS:

COMMONWEALTH OF VIRGINIA)

On this 13 day of November, 2002, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Gail W. Sullivan, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.


 [please sign here and print name below]

Laura K Matheny, Notary Public, my commission expires on: 7-31-02

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

 11/13/02
Lauren Jean Murphree
810 Quail Ridge Circle
Earlsville, VA 22936

Place of Execution:


City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)

CITY OF CHARLOTTESVILLE) SS:

COMMONWEALTH OF VIRGINIA)

On this 13 day of November, 2002, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Lauren Jean Murphree, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.

 [please sign here and print name below]

Laura K Matheny, Notary Public, my commission expires on: 7-31-03

Signature of Inventor / Date of Execution:

Inventor's Name:

Robert Alan Figler

Inventor's Resident Address:

601 Brighton Drive
Earlsville, VA 22936

Place of Execution:

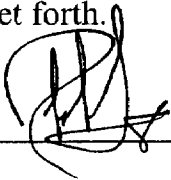
City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)

CITY OF CHARLOTTESVILLE) SS:

COMMONWEALTH OF VIRGINIA)

On this 13th day of November, 2002, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Robert Alan Figler, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.



[please sign here and print name below]

_____, Notary Public, my commission expires on: _____

ROBERT FIGLER

Laura K Matheny
my commission expires 7-31-02