

03-14-2003

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORD

P.

3-10-03



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102390229

Documents or copy thereof

To the Honorable Commissioner of Patents and

## 1. Name of conveying party(ies):

Bert Vogelstein (03/06/2003), Kenneth W. Kinzler  
(03/10/2003), Nicholas C. Nicolaides (03/04/2003), and  
Nickolas Papadopoulos (03/04/2003)

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: The Johns Hopkins University

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

424 N. Bond Street

City: Baltimore

State: MD

Zip: 21231

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):

08/465,679

and

10/079,429

## B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michele M. Wales  
HUMAN GENOME SCIENCES, INC.

Internal Address: Atty. Dkt.: PF106P4 and PF106P3D1

Street Address: \_\_\_\_\_

9410 Key West Avenue

City: \_\_\_\_\_

Rockville

State: \_\_\_\_\_

MD

Zip: \_\_\_\_\_

20850

6. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41) \$ 80.00

☐ Enclosed

☒ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

## 8. Deposit account number:

08-3425

(Attach duplicate copy of this page if paying by deposit account)

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.*

Mark J. Hyman - 46,789

Name of Person Signing

Signature

3/10/2003

Date

Total number of pages including cover sheet, attachments, and documents: 7

03/13/2003 LAMUELLER 00000268 083425 08465679

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## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, **Bert VOGELSTEIN, Kenneth W. KINZLER, Nicholas C. NICOLAIDES, and Nickolas PAPADOPOLOUS** ("Inventors") hereby sell, assign, transfer, and set over to **The Johns Hopkins University** ("Assignee") having a place of business at 424 N. Bond Street, Baltimore, MD 21231, its successors, assigns and legal representatives, his 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(s) disclosed in **Human DNA Mismatch Repair Proteins**, in U.S. Application Serial No. **08/465,679** filed on June 6, 1995, U.S. Application Serial No. **10/079,429** filed on February 22, 2002, International Application **PCT/US95/01035** filed on January 25, 1995, and any national phase applications or patents based on International Application **PCT/US95/01035**; and
- (b) in any and all applications that claim the benefit of the patent applications 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.

Each of the undersigned further agrees that the 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 Assignee may deem necessary and expedient; and agrees to communicate to 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 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 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.

Each of the undersigned hereby grants the power to the Practitioners at **Customer Number 22195** 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 opposite his signature:

Inventor's Signature: Bert Vogelstein Date: 3/6/03  
Bert Vogelstein

Inventor's Signature: Kenneth W. Kinzler Date: 3/10/03  
Kenneth W. Kinzler

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Nicholas C. Nicolaides

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Nickolas Papadopolous

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, **Bert VOGELSTEIN, Kenneth W. KINZLER, Nicholas C. NICOLAIDES, and Nickolas PAPADOPOLOUS** ("Inventors") hereby sell, assign, transfer, and set over to **The Johns Hopkins University** ("Assignee") having a place of business at 424 N. Bond Street, Baltimore, MD 21231, its successors, assigns and legal representatives, his 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(s) disclosed in **Human DNA Mismatch Repair Proteins**, in U.S. Application Serial No. **08/465,679** filed on June 6, 1995, U.S. Application Serial No. **10/079,429** filed on February 22, 2002, International Application **PCT/US95/01035** filed on January 25, 1995, and any national phase applications or patents based on International Application **PCT/US95/01035**; and
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- (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.

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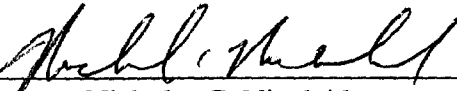
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Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Bert Vogelstein

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Kenneth W. Kinzler

Inventor's Signature:  \_\_\_\_\_ Date: 3-4-03  
Nicholas C. Nicolaides

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Nickolas Papadopolous

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Kenneth W. Kinzler

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Nicholas C. Nicolaides

Inventor's Signature:  \_\_\_\_\_ Date: 3/4/03  
Nickolas Papadopoulos M.D.