

03-19-2003



Docket No.: 4943-102 US

EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

Jean-Francois TANGUAY  
Martin SIROIS

3-17-03

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

Name: Institut de Cardiologie de Montreal

Address: 5000, rue Belanger est

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Montreal State/Prov.: Quebec

Country: Canada ZIP: H1T 1C8

Execution Date: February 14, 2003

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is

Patent Application No.

Filing date

B. Patent No.(s)

10/327,776

December 23, 2002

Additional numbers

☐ Yes ☒ No

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

Name: Diane Dunn McKay

Registration No. 34,586

Address: Mathews, Collins, Shepherd & McKay, P.A.

100 Thanet Circle, Suite 306

City: Princeton State/Prov.: NJ

Country: USA ZIP: 08540

6. Total number of applications and patents involved:

1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

13-2165

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

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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.

Diane Dunn McKay

March 10, 2003

Name of Person Signing

Signature

5

Date

03/18/2003 6TON11 00000128 10327776

Total number of pages including cover sheet, attachments, and

# INTERNATIONAL ASSIGNMENT

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For and in consideration of the sum of ten (10) dollars, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, paid by:

## **INSTITUT DE CARDIOLOGIE DE MONTRÉAL**

(« the Assignee »)

a corporation organized under the Laws of Canada (or under the Laws of a province of Canada, whichever is applicable), and having an office and place of business at:

5000, rue Bélanger est  
Montreal, Quebec H1T 1C8  
CANADA

I (We),

**Jean-François TANGUAY**  
**Martin SIROIS**

(« the Assignors »)

a (all) Canadian citizen(s), unless otherwise indicated, residing at (respectively, if plural names are listed above):

C.P. 323  
Succursale Mont-Royal  
Montréal, Québec H3P 3C5  
CANADA

7627, avenue du Mail  
Anjou, Québec H1K 1Y8  
CANADA

do hereby sell, assign and transfer to the Assignee all of my (our) right, title and interest:

- i. in and to my (our) invention in each and every country of the world, which invention is entitled:

### **AN ANTISENSE STRATEGY TO MODULATE ESTROGEN RECEPTORS (ER. ALPHA. AND/OR ER. BETA.)**

(« the invention »)

and is described in international (PCT) patent application No. PCT/CA02/02000 filed on 20 December 2002 with the Canadian Receiving Office and which is also described in the corresponding U.S. patent application No. 10/327,776 filed on 23 December 2002;

- ii. in and to any patent applications filed or to be filed in the United States or in any other countries concerning the invention, as well as any Letters Patents to be obtained therefrom;

- iii. in and to all divisionals, continuations, continuations-in-part, reissues and other types of related applications, if any, which have been filed or may be subsequently filed in any countries concerning the invention, as well as any Letters Patents to be obtained therefrom;
- iv. in and to any and all rights under international treaties, conventions, agreements and laws, including, without limitation, the right to claim priority in any countries over any patent applications and Letters Patents concerning the invention; and
- v. in and to all rights and privileges pertaining to any patent applications and Letters Patents concerning the invention in any countries, including, without limitation, all causes of action, claims, demands and other rights, for or arising from, any past, present and future infringement thereof, as well as the fruits of any of the above, including, without limitations, royalties, damages, punitive damages, lost of profits or the like.

I (We) hereby declare and confirm that I (we) will, without charge:

- i. promptly execute any documents, including forms, declarations, oaths, powers of attorney, affidavits, confirmation assignments, assignments of the rights under the provision of any international treaties, conventions, agreements and laws, and any other lawful documents that will be sent to me (us) by the Assignee, its successors, assigns or nominees;
- ii. do all things which the Assignee, its successors, assigns or nominees shall consider necessary or desirable for securing, maintaining and enforcing the rights and property specified herein above, including testifying in all Legal proceedings; and
- iii. communicate, upon request from the Assignee, its successors, assigns or nominees, all facts known by me (us) relating to the invention and the history thereof;

those commitments also binding my (our) heirs, representatives or successors, if any.

I (We) also declare and confirm that:

- i. I am (we are) the only and true inventor(s) of the invention;
- ii. I (we) have not copied or used information that may be subject to a Trade secret owned or under the control of a third party;
- iii. no assignment, grant, mortgage, license or other verbal, written or implicit agreement affecting the rights and property hereby sold, assigned and transferred has been or will be made to a third party by me (us) as inventor(s); and
- iv. the present assignment is complementary to any previous assignment, if any, in favor of the assignee.

In case of a disagreement between the parties, this assignment shall be interpreted in accordance with the Laws in effect in the Province of Quebec.

I (We) hereby authorize and request that any Letters Patents of any countries concerning the invention be issued to the Assignee.

IN TESTIMONY THEREOF, I (we) have hereunto set my (our) hand on the date indicated below.

Signed in: Montreal Canada  
City Country

Date: February 14, 2003

Linda M. McNeil  
(signature of a witness to the signature at the right)

Jean-François Tanguay  
**Jean-François TANGUAY**

Signed in: Montreal Canada  
City Country

Date: February 14, 2003

Linda M. McNeil  
(signature of a witness to the signature at the right)

Martin Siros  
**Martin SIROIS**

### ACKNOWLEDGMENT FROM THE ASSIGNEE

The Assignee hereby accepts the present assignment and in testimony thereof, a duly authorized representative of the Assignee has hereunto set his/her hand on the date indicated below.

Signed in: Montreal Canada  
City Country

Date: February 14, 2003

Linda M. McNeil  
(signature of a witness to the signature at the right)

**INSTITUT DE CARDIOLOGIE  
DE MONTRÉAL**  
Jacques Oliva Bélair  
(Signature of a duly authorized representative)

**Name:** Jacques Oliva Bélair

**Title:** Associate Director R & D