

FORM PTO-1595
(Rev. 6-93)U.S. DEPARTMENT OF COMM
Patent and TrademarkRECORDATION FORM COVER SHEET
PATENTS ONLY

Attorney Docket No.: 053073

To the Commissioner for Patents:
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNM

1. Name of conveying party(ies):

University of Nevada

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name: Paul Anziano

Internal Address:

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Street Address: 7003 Greenhill Road

City: Philadelphia
State: Pennsylvania Zip: 19151

Additional name(s) & address(es) attached?

☐ Yes ☒ NoExecution Date: July 5, 2000

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): 09/623,025

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

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

Name: Elizabeth C. Weimar

Internal Address: Morgan, Lewis & Bockius LLP

Street Address: 1800 M Street, N.W.
City: Washington State: D.C. Zip: 20036

6. Total number of applications and patents involved:

7. Total fee (37 C.F.R. §3.41): \$40.00☐ Enclosed☒ Authorized to be charged to deposit account 50-0310

8. Deposit account number: 50-0310

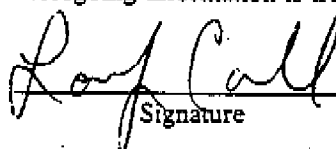
Attach duplicate of page if paying by deposit account

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 the original document.

Lawrence J. Carroll, Ph.D.

Name of Person Signing


SignatureJanuary 16, 2001

Date

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

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

between

The Board of Regents of the
University and Community College System of Nevada
On Behalf of the University of Nevada, Reno
Reno, Nevada 89557

and

Paul Q. Anziano

This Agreement, effective June 15, 2000 ("Effective Date"), by and between the Board of Regents of the University and Community College System of Nevada on behalf of the University of Nevada, Reno (hereinafter "University") and Paul Q. Anziano, who has an office at Childrens Hospital of Philadelphia, Department of Neonatology, 415 Abramson, 34th St. and Civic Center Blvd., Philadelphia, PA 19104-4318 (hereinafter "Anziano"), (University and Anziano, the "Parties" to this Agreement).

WHEREAS, the Anziano is the inventor of the technology that is being transferred to him under this Agreement; and

WHEREAS, Anziano is no longer employed by the University; and

WHEREAS, the University has decided not to further pursue patent protection for this technology or to invest in further development or commercialization of this technology;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, and of other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. Description of Technology:

The Technology comprises unique isoforms of Manganese Superoxide Dismutase and nucleic acid molecules encoding these isoforms. The Technology is covered by United States Patent Application 60/075,948 titled: "Manganese Superoxide Dismutase Exon 3- Deleted Isoforms and Nucleic Acid Molecules Encoding the Isoforms" and all subsequent U.S., PCT and foreign Applications covering this Technology. The Technology also includes any background technology and know-how that directly relates to the use and understanding of the above-mentioned Technology that is being assigned to Anziano under this Agreement.

2. Grant of Assignment:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University hereby assigns and transfers onto Anziano, the University's entire right, title and interest in said patent applications for the United States of America and all foreign countries including the right to claim priority under the provisions of the International Convention from the filing date of the above-named application, in and to the said invention and in and to any and all

applications filed thereon and in and to any Letters Patent that may be granted on said application or for said invention, all said rights to be held and enjoyed by Anziano for his own use and the enjoyment of his successors and assigns to the full end of the term or terms for which said Letters Patents may be granted as fully and entirely as the same would have been held and enjoyed by the University if this assignment and transfer has not been made.

The University hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent, when granted, to Paul Q. Anziano, as the assignee of its entire right, title and interest in and to the same, for the sole use and enjoyment of said assignee, his successors and assigns.

3. Liability:

- a) Each Party disclaims all warranties running to the other or through the other to third Parties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement, as to any information, result, design, prototype, product or process deriving directly or indirectly, in whole or in part from such Party in connection with this Agreement.
- b) To the extent authorized by law, Anziano agrees to indemnify and hold the University harmless with regard to any loss, damage, liability, cost or expense to the person or property of another, which was caused by the negligence of Anziano and any of his employees and agents under this Agreement, or of any claims made by third parties arising in connection with the use, sale or transfer of the Technology by or under the authority of Anziano.
- c) To the extent authorized by law, the University agrees to indemnify and hold Anziano harmless with regard to any loss, damage, liability, cost or expense to the person or property of another, which was caused by the negligence of the University, its officers, employees and agents under this Agreement.

4. Other Provisions:

- a) Neither Party will use the name of the other Party in any advertising, publicity, news release, product labeling or for any commercial purpose, without the prior written consent of an authorized representative of the other Party.
- b) Each Party represents and warrants, to the extent allowed by state law, that the terms of this Agreement do not conflict with any other contractual obligations it may have related to the assignment granted herein.
- c) Notices hereunder will be in writing and will be deemed made as of the second day after mailing if given by registered or certified United States Mail, postage prepaid, and addressed to the Party to receive such notice, invoice or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

Anziano:

Paul Q. Anziano
Childrens Hospital of Philadelphia
Department of Neonatology
415 Abramson
34th St. and Civic Center Blvd.
Philadelphia, PA 19104-4318

University:

Richard Bjur, J.D., Ph.D.
Director, Office of Technology Liaison
University of Nevada, Reno
Mail Stop 321
Reno, NV 89557

- d) This Agreement shall be construed in accordance with the laws of the State of Nevada and all disputes resolved within the State of Nevada.
- e) This Agreement constitutes the entire understanding of the Parties with respect to the matters contained herein and supersedes all previous agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates below written.

ANZIANO

By: Paul Anziano

Date: 7/5/00

Print name: Paul Q. Anziano

BOARD OF REGENTS, UNIVERSITY AND COMMUNITY
COLLEGE SYSTEM OF NEVADA, ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO

By: Jane Nichols

Date: 6/20/00

Print name: Jane Nichols

Title: Interim Chancellor, UCCSN