

06-17-2003

Express Mail Label No. EV138525354US

Date of Deposit: June 12, 2003



Attorney Docket No. 22058-565 (AM100946)

102577883

OFFICE OF THE  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

FORM PTO-1595

(Rev. 6-93)

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

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Please record the attached original documents or copy thereof.

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

Jan Kuai (executed 6/3/03)

Joseph L. Wooters (executed 6/3/03)

Elliot B. Nickbarg (executed 6/5/03)

Yongchang Qiu (executed 6/4/03)

Lih-Ling Lin (executed 6/3/03)

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

Name: WYETH

Internal Address: 5 Giralda Farms

Street Address: Madison, New Jersey 07940

Additional name(s) & address(es) attached? ☐ Yes ☐ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

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

## 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):

U.S.S.N. 10/361,270 filed on February 10, 2003

Additional numbers attached? ☐ Yes ☐ No5. Name and address of party to whom correspondence  
Concerning document should be mailed:Name: Ivor R. Elrifi, Ph.D.  
Address: MINTZ, LEVIN, COHN, FERRIS  
GLOVSKY and POPEO, P.C.  
One Financial Center  
Boston, MA 02111

## 6. Total number of applications and patents involved: [ \_ ]

## 7. Total fee (37 CFR 3.41)

\$40.00

☒ Enclosed☒ The Commissioner is authorized to charge Deposit Account  
No: 50-0311, Reference No. 22058-565.

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.

David E. Johnson, Reg. No. 41,874

June 12, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [ 7 ]

06/16/2003 ECDPER 00000064 10361270

01 FC:0021

40.00 00

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

MAIL STOP ASSIGNMENT  
Commissioner of Patents and Trademarks  
P. O. Box 1450  
Alexandria, VA 22313-1450

TRA 1804520v1

PATENT  
REEL: 014163 FRAME: 0789

## **ASSIGNMENT**

We, Jun Kuai, Joseph L. Wooters, Elliott Nickbarg, Yongchang Qiu and Lih-Ling Lin, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to WYETH with offices at Five Geralda Farms, Madison, New Jersey 07940 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### **COMPOSITION AND METHOD FOR MODULATING AN INFLAMMATORY RESPONSE**

filed with the U.S. Patent and Trademark Office on February 10, 2003 and assigned Serial No. 10/361,270, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

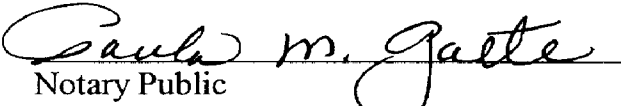
I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 6/03/03   
Signature of: Jun Kuai

State of Massachusetts  
County of Middlesex

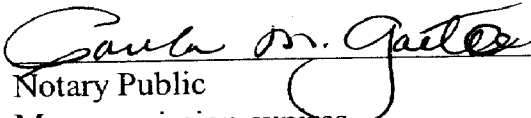
Subscribed and sworn to before me this 3<sup>rd</sup> day of June.

  
Notary Public  
My commission expires 10/31/2008  
**Paula M. Gaete, Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 10/31/2008**

Date: 6/03/03   
Signature of: Joseph L. Wooters

State of Massachusetts  
County of Middlesex

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2003

  
Notary Public  
My commission expires 10/31/2008  
**Paula M. Gaete, Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 10/31/2008**

Date: \_\_\_\_\_

Signature of: Elliott Nickbarg

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_

Date: 06/04/2003

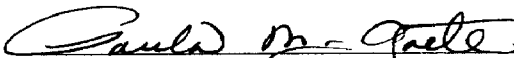


Signature of: Yongchang Qiu

State of Massachusetts

County of Middlesex

Subscribed and sworn to before me this 4<sup>th</sup> day of June, 2003.



Notary Public

My commission expires \_\_\_\_\_

**Paula M. Gaete, Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 10/31/2008**

Date: 06/03/03

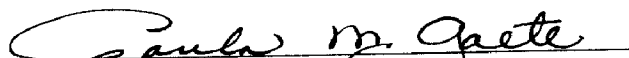


Signature of: Lih-Ling Lin

State of Massachusetts

County of Middlesex

Subscribed and sworn to before me this 3rd day of June.



Notary Public

My commission expires \_\_\_\_\_

**Paula M. Gaete, Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 10/31/2008**

## **ASSIGNMENT**

We, Jun Kuai, Joseph L. Wooters, Elliott Nickbarg, Yongchang Qiu and Lih-Ling Lin, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to WYETH with offices at Five GERALDA FARMS, Madison, New Jersey 07940 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### **COMPOSITION AND METHOD FOR MODULATING AN INFLAMMATORY RESPONSE**

filed with the U.S. Patent and Trademark Office on February 10, 2003 and assigned Serial No. 10/361,270, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature of: Jun Kuai**

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature of: Joseph L. Wooters**

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Date: 6/10

Elliott Nickbarg  
Signature of: **Elliott Nickbarg**

State of MA  
County of Middlesex

Subscribed and sworn to before me this 5 day of 6/03.

Blair M. Kreppen  
Notary Public  
My commission expires 6/23/05

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of: **Yongchang Qiu**

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of: **Lih-Ling Lin**

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_