

R 06-25-2003



Attached original documents

To the Commissioner for Patents, a
or a copy thereof.

102481934

1. Name of conveying party:
1) Neurologix, Inc.
2) Matthew During
Additional name(s) of conveying party(ies) attached?
Yes No

2003 JUN 21 PM 3:00
FINANCE SECTION
6-24-03

2. Name and address of receiving party:
Name: Thomas Jefferson University
Street Address: 1020 Walnut Street
City: Philadelphia
State: PA Zip: 19034

3. Nature of conveyance:
 Assignment Security Agreement
 Merger Change of Name
Other:
Execution Date: 03/24/03; 03/15/03; 04/07/2003

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 application is:

A. Patent Application No(s): 09/863,179

B. Patent No(s):

Additional numbers attached? Yes No

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

6. Total number of applications and patents involved? 1

Atty. Name: Thomas J. Engellenner
Firm Name: Nutter, McClennen & Fish, LLP
Street Address: World Trade Center West
155 Seaport Blvd.
City/State: Boston, MA
Zip Code: 02210-2604

7. Total fee (37 CFR 3.41): 40.00
 Fee Enclosed
Charge Deposit Account No.
The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. 141449.
(Attach duplicate copy of this page if paying fees 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.)

Thomas J. Engellenner
Name of Attorney

Signature

20 June 2003

Date

Total number of pages including cover sheet: 9

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CONFIRMATORY ASSIGNMENT

This agreement is between **Thomas Jefferson University**, a private corporation of Pennsylvania, having its principal place of business at 1020 Walnut Street, Philadelphia, PA 19107, **Matthew During** of 1512 Spruce Street, Apt. 2901, Philadelphia, PA 19102, and **Neurologix, Inc.**, a private corporation of Delaware, having its principal place of business at 271-32E Grand Central Parkway, Floral Park, NY 11005 (the "parties"), and is intended to clarify and, if necessary, rectify the assignment records of the U.S. Patent and Trademark Office to reflect the actual intent of the parties with regard to ownership of certain U.S. Patents and U.S. patent applications listed on attached Schedule A (collectively, "the inventions").

Whereas, **Matthew During** and **Michael Kaplitt** are the inventors of the three inventions listed on attached Schedule A (U.S. Patent Application Serial No. 09/863,179, U.S. Patent Application Serial No. 60/206,281, and Application No. PCT/US01/16592); and

Whereas, an assignment document was executed by **Matthew During** on May 19, 2000 and **Michael Kaplitt** on May 18, 2000 and recorded with the U.S. Patent and Trademark Office on May 23, 2000 (Reel 010845; Frame 0009) purporting to transfer the full and sole ownership of the invention of U.S. Patent Application Serial No. 60/206,281 from **Matthew During** and **Michael Kaplitt** to **Neurologix, Inc.**; and

Whereas, an assignment document was executed by **Matthew During** on November 14, 2001 and **Michael Kaplitt** on November 14, 2001 and recorded with the U.S. Patent and Trademark Office on February 4, 2002 (Reel 012586; Frame 0607) purporting to transfer the full and sole ownership of the invention of U.S. Patent Application Serial No. 09/863,179 and foreign counterparts from **Matthew During** and **Michael Kaplitt** to **Neurologix, Inc.**;

Whereas, both the assignment documents executed by **Matthew During** on May 19, 2000 and on November 14, 2001 erroneously purported to transfer **Matthew During's** interest in the inventions to **Neurologix, Inc.**; and

Whereas, the parties wish to clarify the actual state of ownership and correct the records of the U.S. Patent and Trademark Office;

Therefore, it is agreed:

To the extent that the assignment document dated May 23, 2000, and recorded with the U.S. Patent and Trademark Office at Reel 010845, Frame 0009 purports to grant full ownership in the inventions listed on Schedule A to **Neurologix, Inc.**, the parties rescind said document;

To the extent that the assignment document dated February 4, 2002, and recorded with the U.S. Patent and Trademark Office at Reel 012586, Frame 0607, purports to grant full ownership in the inventions listed on Schedule A to **Neurologix, Inc.**, the parties rescind said document; and

It is the parties' intent and desire that **Matthew During's** interest in the inventions listed on Schedule A be held by **Thomas Jefferson University**, with Thomas Jefferson University holding an undivided one-half interest in the inventions; and

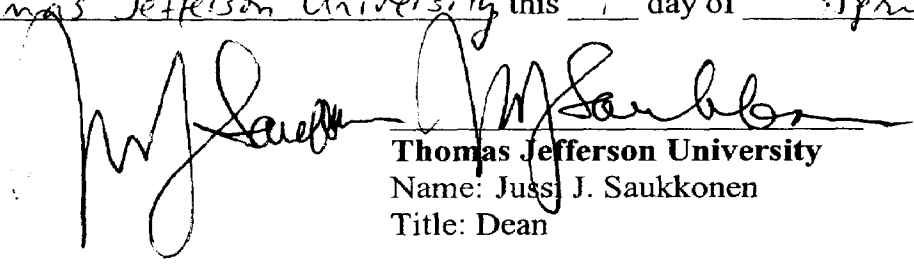
Matthew During hereby confirms, for himself, his successors and assigns, in consideration of One Dollar and other valuable consideration paid to him by **Thomas Jefferson University**, the receipt of which is hereby acknowledged, that he has sold, assigned and transferred unto said **Thomas Jefferson University** his interest for the United States of America in certain inventions or improvements listed on attached **Schedule A** and for which applications have been filed in the United States Patent and Trademark Office, and in all Letters Patent(s) of the United States which may, shall be, or have been granted on said inventions or improvements, or any parts thereof, or on said application(s) or patent(s), or any divisional, continuing, reissue or other application(s) based in whole or in part thereon.

The parties further agree to execute all application(s), amended specification(s), deed(s) or other instrument(s), and to do all acts necessary or proper to secure the grant of Letters Patent(s) in the United States to **Thomas Jefferson University and Neurologix, Inc.**, jointly with specifications and claims in such form as shall vest and confirm in **Thomas Jefferson University and Neurologix, Inc.**, or their successors and assigns, the joint legal title to all such patent(s).

And the parties do hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent(s) as shall be granted upon said application or applications based thereon to said **Thomas Jefferson University and Neurologix, Inc.**.

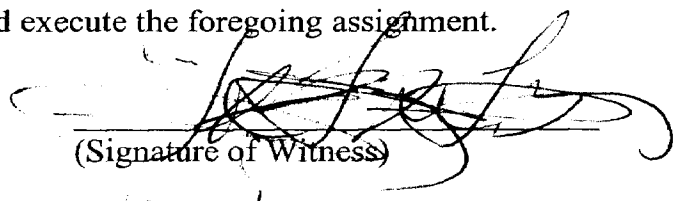
WITNESS the parties by their hands. The effective date of this agreement shall be the date of the last party to sign this agreement.

SIGNED at Thomas Jefferson University this 1TH day of April, 2003.


Thomas Jefferson University
Name: Jussi J. Saukkonen
Title: Dean

DECLARATION OF WITNESS

I, Lisa Lau, hereby declare that I was personally present and did see Jussi J. Saukkonen duly sign and execute the foregoing assignment.


(Signature of Witness)

Lisa Lau
Name
Office of Technology Transfer
Thomas Jefferson University
1020 Locust Street
Address Philadelphia, PA 19107

SIGNED at 1512 Spruce St Philadelphia, PA, this 15th day of March, 2003.

Matthew J. During
Matthew J. During

DECLARATION OF WITNESS

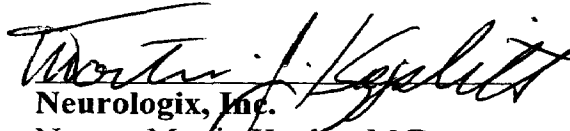
I, Susan Lee, hereby declare that I was personally present and did see Matthew J. During duly sign and execute the foregoing assignment.

Susan Lee
(Signature of Witness)

Susan Lee
Name

1512 Spruce St Philadelphia, PA 19102.
Address

SIGNED at 277 Northern Blvd
Great Neck, Ny 11021, this 24 day of March, 2003.


Neurologix, Inc.
Name: Martin Kaplitt, M.D.
Title: President

DECLARATION OF WITNESS

I, Leslie Bucalo, hereby declare that I was personally present and did see Martin Kaplitt duly sign and execute the foregoing assignment.

Leslie Bucalo
(Signature of Witness)

Leslie Bucalo
Name

277 Northern Blvd
Address Great Neck, ny 11021

SCHEDULE A

I. United States Patent Application(s)

- A. Serial No. 09/863,179, entitled "Glutamic Acid Decarboxylase (GAD) Based Delivery System"
Filed May 23, 2001
Inventor(s) Matthew During and Michael Kaplitt

- B. Serial No. 60/206,281, entitled "Glutamic Acid Decarboxylase (GAD) Based Delivery System"
Filed May 23, 2000
Inventor(s) Matthew During and Michael Kaplitt

II. Foreign Patent Application(s)

- A. Application No. PCT/US01/16592, entitled "Glutamic Acid Decarboxylase (GAD) Based Delivery System"
Inventor(s) Matthew During and Michael Kaplitt

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