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**PATENT**  
**REEL: 014264 FRAME: 0440**

**PATENT**  
Attorney Docket No. 225402  
DHHS Ref. No. E-255-2001/0-US-03

Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza  
Suite 4900  
Chicago, Illinois 60601-6780

**ASSIGNMENT**

**WHEREAS, WE**, Frederic J. Kaye, and Giovanni Tonon, employees of the Department of Health and Human Services, have co-invented a certain invention entitled:

**DIAGNOSIS AND TREATMENT OF CANCER  
INVOLVING THE NOTCH PATHWAY**

for which invention we have executed an application (non-provisional) for a U.S. patent, which was filed on December 3, 2003, under U.S. Application No. 10/479,546, and

**WHEREAS**, we are some of the applicants named in the above-identified application for a U.S. patent; and

**WHEREAS**, the conditions under which said invention was made are such as to entitle the Government under Paragraph 1(a) of Executive Order 10096 to the entire right, title, and interest herein, both domestic and foreign; and

**WHEREAS**, the Government of the United States of America (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

**NOW, THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee, represented by the Secretary, Department of Health and Human Services, the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

**WE HEREBY AUTHORIZE** the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

**UPON SAID CONSIDERATION**, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

In re Appln. of Kaye et al.  
U.S. Patent Appln. No. 10/479,546

**WE DO HEREBY COVENANT** and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute and deliver such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

**IN WITNESS WHEREOF**, we have hereunder set our hands on the dates shown below.

Date 1/2/04

Frederic J. Kaye  
Frederic J. Kaye

STATE OF Maryland )

COUNTY OF Montgomery )

SS:

On this 8 day of JANUARY, 2004, before me, a Notary Public in and for said county, appeared Frederic J. Kaye, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Adelaida Underhill  
Notary Public

My Commission Expires 05/08/2007  
ADELAIDA UNDERHILL  
NOTARY PUBLIC  
Montgomery County, Maryland  
My Commission Expires 05/08/2007



In re Appln. of Kaye et al.  
U.S. Patent Appln. No. 10/479,546

Date 1.12.04 Giovanni Tonon  
Giovanni Tonon

STATE OF Massachusetts )  
COUNTY OF Suffolk ) SS:

On this 12<sup>th</sup> day of January, 2004, before me, a Notary Public in and for said county, appeared Giovanni Tonon, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}

Vincent Poon  
Notary Public  
My Commission Expires April 30, 2010