

01-12-2004



102643009

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Matthew During

1-804

2. Name and address of receiving party(ies)

Auckland Technology Enabling  
Name: Corporation Limited

Internal Address:

Street Address: P.O. Box  
10359

Wellington, New Zealand

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

☐ Yes

☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 12/30/2003

City:

State:

Zip:

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 new application is:

A. Patent Application No.(s):

09/510,144

B. Patent No.(s):

Additional numbers attached?

☐ Yes

☒ No

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

Name: Nutter, McClennen & Fish, LLP

Attorney Docket No.: 102194-7

Street Address:

World Trade Center West  
155 Seaport Boulevard  
Boston, MA 02210-2604

6. Total number of applications and  
patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☐ Enclosed

☐ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

(Attach duplicate copy of this page if paying 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 Engellenner  
Name of Person Signing

Signature

January 6, 2004  
Date

Total number of pages including cover sheet, attachments, and documents: 6

01/09/2004 ECOOPER 00000042 09510144

01 FC:8021

40.00 OP

PATENT  
REEL: 014862 FRAME: 0090

## ASSIGNMENT

Whereas, the undersigned, **Matthew During** is the sole inventor of certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled:

### **PERORAL GENE THERAPY OF DIABETES AND OBESITY**

identified as Attorney Docket No. 102194-7, which application was filed on February 22, 2000, and assigned Application No. 09/510,144, and

Whereas, **Auckland Technology Enabling Corporation Limited**, having a place of business at **P.O. Box 10359, Wellington, New Zealand**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

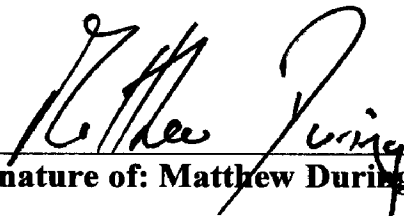
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful

affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

Date: 12/30/2003

  
Signature of: Matthew During