

FORM PTO-1595 (modified)

01-14-2004

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

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2 SHEET

Patent and Trademark Office

1/12/04

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

<p>1. Name of conveying party(ies):</p> <p><b>Howard Hughes Medical Institute</b></p> <p>Additional conveying party(ies) <b>NO</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>The Regents of the University of Colorado Technology Transfer Office 4001 Discovery Drive, Suite 390 588 SYS Boulder, CO 80309</b></p>
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3. Nature of conveyance:

**Assignment  
Appointment of Investigator as Agent**

Execution Date:  
**September 28, 2001**

Additional name(s) & address(es) attached? **NO**

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application Number(s):</p> <p><b>09/816,248</b></p>	<p>B. Patent Number(s):</p>
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Additional numbers attached? **NO**

2001 JAN 12 AM 8:45  
OPR/FINANCE

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

**Richard J. Warburg  
FOLEY & LARDNER  
P.O. Box 80278  
San Diego, California 92138-0278**

6. Total number of applications/patents involved: **1**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Check Enclosed

Charge to deposit account

8. Deposit account number: **50-0872**

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

<p><b>Richard J. Warburg</b></p> <p>Name of person signing</p>	<p>Signature</p>	<p>1/12/04</p> <p>Date</p>
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Total number of pages including cover sheet, attachments, and document: 4

01/13/2004 DBYRNE 00000132 500872 09816248  
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## ASSIGNMENT

This Assignment is made from the HOWARD HUGHES MEDICAL INSTITUTE (Assignor), having a place of business at 4000 Jones Bridge Road, Chevy Chase, MD 20815-6789 to THE REGENTS OF THE UNIVERSITY OF COLORADO (Assignee), a university, having its statewide technology transfer offices at 4001 Discovery Drive, Suite 390, 588 SYS, Boulder, Colorado 80309.

WHEREAS, Assignor is an owner of the invention disclosed in an application for Letters Patent entitled **PROTECTION-OF-TELOMERE-1 (POT-1) PROTEIN AND ENCODING POLYNUCLEOTIDES** and identified as attorney docket number 089491-0201, for which an application for United States Letters Patent was filed on March 26, 2001 as Application No. 09/816,248;

WHEREAS, Assignor desires to have a recordable instrument assigning its entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world to Assignee;

NOW THEREFORE, in accordance with the obligations to assign the invention and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor sells, assigns, and transfers to Assignee, its entire right, title, and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent granted for said invention in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.



APPOINTMENT OF INVESTIGATOR AS AGENT

Appointment by the Howard Hughes Medical Institute (the "Institute") of Thomas R. Cech, PhD, an investigator employed by the Institute, as its agent for the purpose of assigning certain rights to University of Colorado (the "University").

WHEREAS, the Institute and the University collaborate in the active conduct of medical research pursuant to an Agreement between them dated as of April 1, 1988 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Institute has agreed to assign to the University the Institute's rights with respect to inventions, discoveries, improvements, and other intellectual property, whether patentable or copyrightable (each a "Subject Property"), conceived or reduced to practice in the course of the research program conducted under the Agreement by employees of the Institute;

WHEREAS, research conducted pursuant to the Agreement by Thomas R. Cech, PhD while employed by the Institute at the University has resulted in the invention of a certain Subject Property entitled "The Protein at the Termini of Human Chromosomes," which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and


WHEREAS, the Institute wishes Thomas R. Cech, PhD to act as its agent for the purpose of assigning to the University the rights the Institute has in the Invention by reason of the research program conducted at the University.

NOW THEREFORE, the Institute hereby appoints Thomas R. Cech, PhD as its agent for the purpose of assigning the rights the Institute has in the Invention by reason of the research program conducted at the University to the University in accordance with and subject to the conditions of the Agreement.

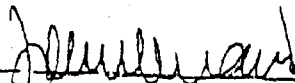
Executed 23 FEB 2001

HOWARD HUGHES MEDICAL INSTITUTE

By:

  
Gerald M. Rubin, PhD  
Vice President for Biomedical Research

ATTESTED:

  
Joan S. Leonard, Esq.  
Vice President and General Counsel

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