

FORM PTO-1595 (modified)

(Rev 6-93)

RE

01-14-2004

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1/12/04



To the Director of the United States Pa

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attached original documents or copies thereof.

1. Name of conveying party(ies):

Thomas R. Cech, Ph.D.

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

Howard Hughes Medical Institute
4001 Discovery Drive
Suite 390
588 SYS
Boulder, CO 80309

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

February 9, 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:

A. Patent Application Number(s):

09/816,248

B. Patent Number(s):

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.

Richard J. Warburg

Name of person signing

Signature

Date

1/2/04

Total number of pages including cover sheet, attachments, and document: 3

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ASSIGNMENT

Assignment made FEBRUARY 9, 2001, by Thomas R. Cech, PhD ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented "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, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United State patent applications and all corresponding foreign patent applications which are directed to the Invention and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of the Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs, personal representatives and assigns.

4. Warranty. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor: Thomas R. Cech
Thomas R. Cech, PhD

State of Maryland

County of Montgomery

Then personally appeared before me the above-named Thomas R. Cech, PhD and acknowledged that he executed the foregoing instrument in his authorized capacity this 9th day of February, 2001.

(SEAL)

Notary Public: Mary Lynn Parke

MARY LYNN PARKE
(print name)

My Commission Expires: July 1, 2003

Univ. Colorado: 2001.0447
IIFIM: 2023