

# RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 3499.1003-004

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof

1. Name of conveying party(ies)  
 Stephen T. Warren, for himself, and as an agent for Howard Hughes Medical Institute for the purpose of assigning rights to Emory University

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: 09/15/04

2. Name and address of receiving party(ies)  
 Name: Emory University  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1380 South Oxford Road  
 \_\_\_\_\_  
 City: Atlanta State: GA ZIP: 30322

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
 A. Patent Application No.(s)  
10/408,771

Additional numbers attached?  Yes  No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: David E. Brook, Esq.  
 Internal Address: \_\_\_\_\_  
Hamilton, Brook, Smith & Reynolds, P.C.  
 Street Address: 530 Virginia Road, P.O. Box 9133  
 \_\_\_\_\_  
 City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and patents involved:  1

7. Total Fee (37 C.F.R. 3.41) ..... \$ 40.00  
 Enclosed  
 Authorization to charge deposit account number 08-0380  
 Previously submitted - Doc. ID No   
 Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380

Do not attach a copy of this page if paying by deposit account and filing via facsimile  
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8. 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.*

Mary K. Murray Mary K. Murray September 23, 2004  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:  4

CH \$40.00 080380 10408771

Docket No. 3499.1003-004

CORRECTIVE CONFIRMATORY ASSIGNMENT

Whereas, by virtue of Assignment from Stephen T. Warren recorded on December 3, 2003, Reel 014750, Frames 0292-0294, **Howard Hughes Medical Institute**, of **400 Jones Bridge Road, Chevy Chase, Maryland 20814**, was the owner of certain rights in Application No. 60/280,915, filed April 2, 2001, and any and all patent applications that claim the benefit of Application No. 60/280,915; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued based on any of the foregoing; and all claims that are directed to the invention and that may be contained in continuation-in-part applications or in patents that issue based on any of the foregoing.

Whereas, **Emory University**, a corporation organized and existing under the laws of the **State of Georgia** and having a usual place of business at **1380 South Oxford Road, Atlanta, Georgia 30322**, was desirous of acquiring from **Howard Hughes Medical Institute** the entire right, title and interest in, to and under the rights assigned by Stephen T. Warren to Howard Hughes Medical Institute in Application No. 60/280,915 and any and all patent applications that claim the benefit of Application No. 60/280,915; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued based on any of the foregoing; and all claims that are directed to the invention and that may be contained in continuation-in-part applications or in patents that issue based on any of the foregoing in accordance with applicable agreements.

Whereas, by an Appointment of Investigator as Agent recorded on December 3, 2003, Reel 014750, Frames 0958-0959, Stephen T. Warren was appointed as an agent for Howard Hughes Medical Institute to assign rights to Emory University.

Whereas, a prior Assignment to Emory University executed by Stephen T. Warren as agent for Howard Hughes Medical Institute was recorded on December 3, 2003, Reel 014750, Frames 0919-0921 and it was intended to convey the entire right, title and interest that Stephen T. Warren had conveyed to Howard Hughes Medical Institute in Application No. 60/280,915 and any and all patent applications that claim the benefit of Application No. 60/280,915; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued based on any of the foregoing; and all claims that are directed to the invention and that may be contained in continuation-in-part applications or in patents that issue based on any of the foregoing in accordance with applicable agreements.

Now, therefore, for and in consideration of said agreements and other good and valuable consideration, the receipt of which is hereby acknowledged, **Howard Hughes Medical Institute** ("ASSIGNOR") does hereby confirm that it did sell, assign, and transfer and does hereby sell, assign and transfer to **Emory University** ("ASSIGNEE"), ASSIGNEE'S successors, assigns and legal representatives, in and throughout the United States of America, United States of America territories and all foreign countries, all of the rights that ASSIGNOR received from Stephen T. Warren by virtue of the Assignment recorded on December 3, 2003, Reel 014750, Frames 0292-0294 in and to said invention as described in said application and any and all patent applications that claim the benefit of Application No. 60/280,915; all United States or foreign division and

-2-

Docket No. 3499.1003-004

continuation applications based on any of the foregoing, and any and all patents issued based on any of the foregoing; and all claims that are directed to the invention and that may be contained in continuation-in-part applications or in patents that issue based on any of the foregoing, together with an undivided joint interest in and to any of the foregoing and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for ASSIGNEE'S own use and behalf and for ASSIGNEE'S successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNOR hereby conveys all its rights received by the assignment from Stephen T. Warren arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such of the foregoing applications for Letters Patent. ASSIGNOR hereby acknowledges that this assignment, being of ASSIGNOR'S entire right, title and interest in and to the rights received from Stephen T. Warren in and to any of the foregoing applications and said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE'S selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for ASSIGNEE'S own name as assignee of the entire right, title and interest therein;

AND, ASSIGNOR hereby further agrees for ASSIGNOR and for ASSIGNOR'S executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts that may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, ASSIGNEE'S successors, assigns and legal representatives, but at ASSIGNEE'S expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, ASSIGNEE'S successors, assigns, and legal representatives.

ASSIGNOR further agrees that ASSIGNOR will, without demanding any further consideration therefor, at the request but at the expense of ASSIGNEE, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, or reissuing said Letters Patent as may be granted from said Patent Application, and for maintaining and perfecting ASSIGNEE'S rights to said Letters Patent.

Docket No. 3499.1003-004

IN TESTIMONY WHEREOF, I, as an agent of ASSIGNOR, have hereunto set my hand and affixed my seal the date set forth below.

Howard Hughes Medical Institute

By Stephen T. Warren  
Stephen T. Warren, for himself, and as an agent  
for Howard Hughes Medical Institute for the  
purpose of assigning rights to Emory University

Date 9/15/04

Date \_\_\_\_\_

Attest \_\_\_\_\_

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named \_\_\_\_\_ and acknowledged that he is an officer of said corporation, that he executed the foregoing instrument on behalf of such corporation with authority to do so, and that signing of the instrument is the free act and deed of the corporation.

Dated this FIFTEENTH day of SEPTEMBER, 2004.

Dorothy C. Goodson Notary Public

(SEAL) \_\_\_\_\_ (print name)

My Commission expires \_\_\_ / \_\_\_ / \_\_\_

**Dorothy C. Goodson  
Notary Public  
Gwinnett Co., GA  
My Commission Expires  
July 9, 2006**