

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Merck &amp; Co., Inc.</td> <td>06/24/2002</td> </tr> </table>		Name	Execution Date	Merck & Co., Inc.	06/24/2002							
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RECEIVING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Sloan-Kettering Institute For Cancer Research</td> </tr> <tr> <td>Street Address:</td> <td>1275 York Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10021</td> </tr> </table>			Name:	Sloan-Kettering Institute For Cancer Research	Street Address:	1275 York Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10021
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PROPERTY NUMBERS Total: 1												
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CORRESPONDENCE DATA												
<p>Fax Number: (718)357-8615</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 718-357-8836</p> <p>Email: kitchanlaw@aol.com</p> <p>Correspondent Name: Albert Wai-Kit Chan</p> <p>Address Line 1: 141-07 20th Avenue</p> <p>Address Line 2: World Plaza; Suite 604</p> <p>Address Line 4: Whitestone, NEW YORK 11357</p>												
NAME OF SUBMITTER:	Albert Wai-Kit Chan											
<p>Total Attachments: 4</p> <p>source=Assign. Merck. Co.MSK#page1.tif</p> <p>source=Assign. Merck. Co.MSK#page2.tif</p> <p>source=Assign. Merck. Co.MSK#page3.tif</p> <p>source=Assign. Merck. Co.MSK#page4.tif</p>												

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PATENT  
 REEL: 015319 FRAME: 0228

## ASSIGNMENT OF PATENTS

WHEREAS, Merck & Co., Inc., (hereinafter the "Assignor"), a corporation duly organized and existing under and by virtue of the laws for New Jersey and having a principal place of business at 126 East Lincoln Avenue, Rahway, New Jersey 07065, is the coowner of an equal undivided right, title and interest in, to and under the applications for Letters Patent in the United States and the corresponding foreign patent applications, identified on Schedule A hereto, and the respective inventions described and claimed therein, along with all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of intellectual property (collectively, the "Patent Rights");

WHEREAS, Memorial Sloan Kettering Cancer Center (hereinafter the "Assignee"), a corporation duly organized and existing under and by virtue of the laws of New York, and having a principal place of business at 1275 York Avenue, New York, New York 10021, is currently the coowner of an equal undivided right, title and interest and desires to acquire from Assignor its coownership interest so that Assignee will own the entire and exclusive right, title and interest in, to and under the Patent Rights;

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all renewals, divisions, substitutes, reissues, continuations, continuation-in-parts, and all reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from said Patent Rights, to the full end of the term and any extensions thereof for which said Patent Rights may be granted as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

The Assignor hereby acknowledges that this assignment, being of the entire right, title and interest in and to the Patent Rights, carries with it the right in the 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 the Assignee's selection and the right to procure the grant of all Letters Patent to the Assignee, for its own name as assignee of the entire right, title and interest in and to the Patents Rights.

The Assignor hereby further agrees to execute upon reasonable request and at Assignee's expense any other lawful documents and likewise to perform any other lawful acts which may be necessary to fully secure the Patents Rights to the Assignee, its successors, assigns, and legal representatives, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, or continuation applications and/or preliminary or other statements and the giving of testimony in any interference or other proceeding in which the Patent Rights may be involved; and the Assignor further hereby authorizes the Assignee or its attorneys or

agents to insert the correct series number and filing date into this assignment, if appropriate.

And for the considerations aforesaid, the Assignor agrees that it will communicate to Assignee, or its representatives, any facts known respecting the Patent rights, whenever reasonably requested, and will, at Assignee's expense, testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything reasonable to aid the Assignee, its successors, assigns and nominees, to obtain and enforce proper patent protection for the Patent Rights in any and all countries.

Subject to the terms and conditions of this Agreement, in consideration for the assignment, Assignee hereby grants Assignor a fully paid, royalty-free, worldwide, non-exclusive, license for the full scope of the Patent Rights (the "License") and Assignor hereby acknowledges and accepts such grant. The License shall be limited to the rights expressly stated to be granted hereunder and no additional rights or licenses are granted to Assignor by implication or otherwise.

MEMORIAL SLOAN KETTERING CANCER CENTER

By: James S. Quirk Date: 6/26/02  
Name: **JAMES QUIRK**  
Title: **Sr. V.P.; Research Resources mgmt.**

The Assignor hereby covenants that it has full right to and hereby does, authorize and request the Commissioner of Patents, or other proper governmental authority, to, issue all Letters Patent or other documents evidencing the Patent Rights to the Assignee, its successors and assigns, in accordance with this assignment.

MERCK & CO., INC.

By: [Signature]  
Name: Anthony Ford-Hutchinson  
Title: Senior Vice President  
Merck Research Laboratories

STATE OF NEW JERSEY:

ss.

:

COUNTY OF UNION

On this 24<sup>th</sup> day of June, 2002, before me personally appeared Anthony Ford-Hutchinson, of Merck & Co., Inc., to me know to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same under the authority of Merck & Co. as its free act and deed.

[Signature]

Notary Public

(Notary Seal)

My Commission expires: 12/29/04

# **SCHEDULE A**

<b>Application No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Status</b>
09/445,054 (US)	A Method of Treating Cancer	June 4, 1998	PENDING
77957/98 (Asth)	A Method of Treating Cancer	June 4, 1998	PENDING
2292471 (Canada)	A Method of Treating Cancer	June 4, 1998	PENDING
502409/99 (Japan)	A Method of Treating Cancer	June 4, 1998	PENDING