

05-26-2004

PATENTS ONLY



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102753371

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Gary J. Nabel

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

☐ Yes ☒ No

5.24-04

2. Name and Address of Party(ies) receiving an interest:

Name: Howard Hughes Medical Institute

Internal Address:

Street Address: 4000 Jones Bridge Road

City: Chevy Chase

State/Zip: Maryland 20815-6789

Additional name(s) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☒ Assignment☐ Change of Name Other:☐ Security Agreement☐ Merger

Execution Date: August 26, 1999

4. Application number(s) or patent number(s). Additional sheet attached? ☐ Yes ☒ No

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

Date

A. Patent Application No.(s)

10/798,532

Filed 3/11/2004

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

BRINKS HOFER GILSON &amp; LIONE

P.O. BOX 10395

CHICAGO, IL 60610

(312)321-4200

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40

☒ Enclosed☐ Authorized to be charged to Deposit Account No. 23-19258. ☒ Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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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.

John Murray (Registration No. 44,251)

Name of Person Signing

  
Signature

 May 19, 2004  
 Date

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

Rev. Dec.-99

Document2

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 PATENT  
 REEL: 015358 FRAME: 0033

## ASSIGNMENT

Assignment made Aug-26, 1999 by Gary J. Nabel, M.D., Ph.D. ("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 by 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 "A Novel p27 Binding Protein, hKIS" 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.

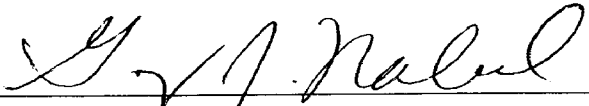
NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United States 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.

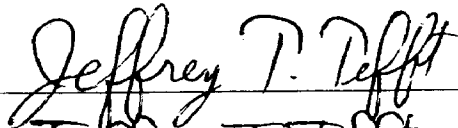
3. Parties. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on Inventor and his heirs, personal representatives and assigns.

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:   
Gary J. Nabel, M.D., Ph.D.

State of ~~Maryland~~ Michigan  
County of ~~Montgomery~~ Washtenaw

Then personally appeared before me the above-named Gary J. Nabel and acknowledged that he executed the foregoing instrument as his free act and deed this 26 day of August, 1999.

 Notary Public  
Jeffrey T. Tefft (print name)

(SEAL)

My Commission expires 06/18/03

UM 1608  
99-01663