

06-08-2004

Express Mail Label No.: EV392162420US

Date of Deposit: June 3, 2004



Attorney Docket No. 21402-612

OFFICE OF PUBLIC RECORDS

102760829

RECORDATION FORM COVER SHEET
PATENTS ONLY

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

FINANCE SECTION

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Denise A. McCabe (Executed 5/17/04)
Oswald R. Crasta (Executed 1/14/04)
Darius M. Dziuda (Executed 4/17/04)
Craig L. Hyde (Executed 2/12/04)
Robert Gerwien (Executed 2/12/04)

2. Name and address of receiving party(ies)

Name: CuraGen Corporation

Internal Address: 555 Long Wharf Drive, 9th Floor
New Haven, CT 06511

Street Address: Same as above

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

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

Execution Dates: See Conveying Party(ies) Above

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s):

10/663,418, filed 9/15/03

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:Name: Ivor R. Elrifi
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed
☒ The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 21402-612.

DO NOT USE THIS SPACE

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.

Christina K. Stock, Reg. No. 45,899

June 3, 2004

Signature

Total number of pages including cover sheet, attachments, and document: [13]

Mail documents to be recorded with required cover sheet information to:

MAIL STOP Assignment
Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

06/07/2004 MBETACHE 00000051 10663418

01 FC:8021

40.00 UP

TRA 1925149v1

PATENT
REEL: 015412 FRAME: 0577

ASSIGNMENT

We, Denise A. McCabe, Oswald R. Crasta, Darius M. Dziuda, Craig L. Hyde, Robert Gerwien, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CuraGen Corporation**, a Delaware corporation, with offices at **555 Long Wharf Drive, 9th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE:

(1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

ZONE 3 NECROSIS ASSOCIATED MARKERS AND METHOD OF USE THEREOF

filed with the U.S. Patent and Trademark Office on **September 15, 2003**, and assigned **Serial No. 10/663,418**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Filed:

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 5/17/2004

Denise A. McCabe
Signature of: Denise A. McCabe

State of Connecticut

County of New Haven

Subscribed and sworn to before me this 17th day of May, 2004.

Jannine M. Malicki
Notary Public

JANNINE M. MALICKI
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2007

Date:

Signature of: Oswald Crasta

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Filed:

Date:

Signature of: **Darius M. Dziuda**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date:

Signature of: **Craig L. Hyde**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date:

Signature of: **Robert Gerwien**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

ASSIGNMENT

We, Denise A. McCabe, Oswald R. Crasta, Darius M. Dziuda, Craig L. Hyde, Robert Gerwien, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CuraGen Corporation**, a Delaware corporation, with offices at **555 Long Wharf Drive, 9th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE:

(1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

ZONE 3 NECROSIS ASSOCIATED MARKERS AND METHOD OF USE THEREOF

filed with the U.S. Patent and Trademark Office on **September 15, 2003**, and assigned **Serial No. 10/663,418**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Filed:

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:

Signature of: Denise A. McCabe

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

Date: 1/14/2004

Signature of: Oswald Crasta

State of Connecticut

County of New Haven

Subscribed and sworn to before me this 14 day of January 2004.

Notary Public
My commission expires 2/28/04

Filed:

Date:

Signature of: Darius M. Dziuda

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date:

Signature of: Craig L. Hyde

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date:

Signature of: Robert Gerwien

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

ASSIGNMENT

We, **Denise A. McCabe, Oswald R. Crasta, Darius M. Dziuda, Craig L. Hyde, Robert Gerwien**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CuraGen Corporation**, a Delaware corporation, with offices at **555 Long Wharf Drive, 9th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE:

(1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

ZONE 3 NECROSIS ASSOCIATED MARKERS AND METHOD OF USE THEREOF

filed with the U.S. Patent and Trademark Office on **September 15, 2003**, and assigned **Serial No. 10/663,418**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Filed:

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:

Signature of: Denise A. McCabe

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

Date:

Signature of: Oswald Crasta

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Filed:

Date: 2/12/04

Signature of: Darius M. Dziuda

State of CT

County of Branford

Subscribed and sworn to before me this 12 day of February

Fay Adams
Notary Public

My commission expires

FAY ADAMS
NOTARY PUBLIC
EXPIRES APR. 30, 2007

Date: 2/12/04

C. L. Hyde
Signature of: Craig L. Hyde

State of CT

County of Branford

Subscribed and sworn to before me this 12 day of February

Fay Adams
Notary Public

My commission expires

FAY ADAMS
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2007

Date:

Robert Gerwien
Signature of: Robert Gerwien

State of

County of

Subscribed and sworn to before me this ____ day of _____

Notary Public

My commission expires

ASSIGNMENT

We, **Denise A. McCabe, Oswald R. Crasta, Darius M. Dziuda, Craig L. Hyde, Robert Gerwien**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CuraGen Corporation**, a Delaware corporation, with offices at **555 Long Wharf Drive, 9th Floor, New Haven, CT 06511** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

ZONE 3 NECROSIS ASSOCIATED MARKERS AND METHOD OF USE THEREOF

filed with the U.S. Patent and Trademark Office on **September 15, 2003**, and assigned **Serial No. 10/663,418**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Filed:

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:

Signature of: Denise A. McCabe

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

Date:

Signature of: Oswald Crasta

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Filed:

Date: APRIL 17, 2004


Signature of: **Darius M. Dziuda**

State of Connecticut

County of New Haven

Subscribed and sworn to before me this 17 day of April 2004.


Notary Public

My commission expires _____

JENELL MARIE LAWSON
Notary Public
Connecticut
My Commission Expires Feb 28, 2005

Date: _____

Signature of: **Craig L. Hyde**

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____

Date: _____

Signature of: **Robert Gerwien**

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____