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Date of Deposit: July 16, 2004



Docket No. 18217-519 (OXI-19)

102794796

FORM PTO-1595

(Rev. 6-93)

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

FINANCE SECTION

RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

David Chaplin  
Klaus Edvardson  
Joseph Prezioso  
Mark Wood

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

Name: OXiGENE, Inc.

Street Address: 230 Third Avenue, Waltham, MA 02451

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 ☒ No

Execution Date: March 26, 2004, March 24, 2004, June 3, 2004, and April 4, 2004, respectively.

## 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):

10/790,662

## 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, Ph.D.  
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 any deficiency or credit any overpayment to Deposit Account No: 50-0311, Reference No. 18217-519 (OXI-19).

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.

Nicholas P. Triano, Reg. No. 36,397

July 16, 2004

Name of Person Signing

Signature

Date

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

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

MS: ASSIGNMENT  
COMMISSIONER FOR PATENTS  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-145007/20/2004 BYRNE 00000137 10790662  
01 FC:0021 40.00

TRA 1915490v1

PATENT  
REEL: 015573 FRAME: 0353

## **ASSIGNMENT**

We, **David Chaplin, Klaus Edvardsen, Joseph Prezioso, and Mark Wood**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **OXiGENE, Inc.**, a Delaware corporation, with offices at **230 Third Avenue, Waltham, MA 02451** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our 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:

### **COMPOSITIONS AND METHODS WITH ENHANCED THERAPEUTIC ACTIVITY**

filed with the U.S. Patent and Trademark Office on **March 1, 2004** and assigned Serial No. **10/790,662** including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (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.

We 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/us had this assignment, sale and transfer not been made.

We 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.

We 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.

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

We 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.

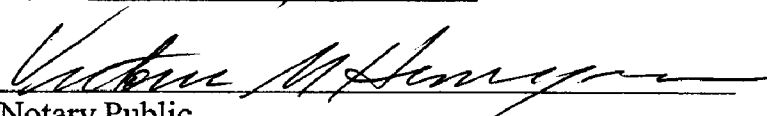
Date: March 26, 2004

  
Signature of David Chaplin

State of Massachusetts

Country of Norfolk

Subscribed and sworn to before me this 26 day of March, 2004.

  
Notary Public

My commission expires \_\_\_\_\_

Victoria M. Henriques  
Notary Public  
My Commission Expires  
March 29, 2007  
March 29, 2007

Date:

\_\_\_\_\_  
Signature of Klaus Edvardsen

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of: Joseph Prezioso**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of: Mark Wood**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

TRA 1915472v1

## ASSIGNMENT

We, **David Chaplin, Klaus Edvardsen, Joseph Prezioso, and Mark Wood**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **OXiGENE, Inc.**, a Delaware corporation, with offices at **230 Third Avenue, Waltham, MA 02451** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our 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:

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Date:

\_\_\_\_\_  
Signature of David Chaplin

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: March 24, 2004

\_\_\_\_\_  
Signature of Klaus Edvardsen

State of LUND

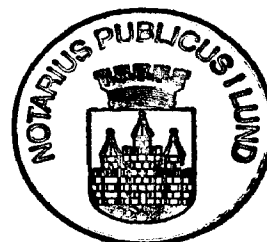
Country of SWEDEN

Subscribed and ~~sworn~~<sup>declared</sup> to before me this 24th day of March 2004.

Ex officio

\_\_\_\_\_  
Notary Public, Helen Kinnman  
Dno 262/04, Fee SEK 200

My commission expires post with conditional tenure



Date:

\_\_\_\_\_  
**Signature of: Joseph Prezioso**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of: Mark Wood**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

TRA 1915472v1

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Date: \_\_\_\_\_  
**Signature of: David Chaplin**

State of \_\_\_\_\_  
Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_  
**Signature of: Klaus Edvardsen**

State of \_\_\_\_\_  
Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

Date: June 3, 2004

Joseph A Prezioso  
Signature of: Joseph Prezioso

State of Massachusetts

Country of Middlesex (USA)

Subscribed and sworn to before me this 3<sup>rd</sup> day of June 2004.

John  
Notary Public  
My commission expires May 2, 2008.

Date:

\_\_\_\_\_  
Signature of: Mark Wood

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

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Date:

\_\_\_\_\_  
**Signature of: David Chaplin**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
**Signature of: Klaus Edvardsen**

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

\_\_\_\_\_  
Signature of Joseph Prezioso

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: 4/4/04

  
\_\_\_\_\_  
Signature of Mark Wood

State of Massachusetts

Country of Plymouth

Subscribed and sworn to before me this 4<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
Notary Public

My commission expires 11-27-09.

TRA 1543423v1