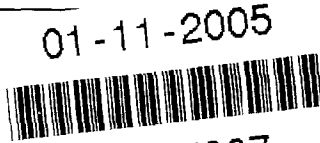


FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

11615



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please retain original documents or copy thereof.

1. Name of conveying party(ies):

Peter Mezes (July 9, 2002)
Luca Rastelli (July 9, 2002)
John Herrmann (August 15, 2002)
John MacDougall (July 1, 2002)
Haihong Zhong (July 2, 2002)
Stacie Casman (July 18, 2002)
Ferenc Boldog (September 17, 2002)
Richard Shimkets (August 20, 2002)
Linda Gorman (July 8, 2002)
Andrew Eisen (July 9, 2002)

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

2. Name and address of receiving party(ies)

Name: CuraGen Corporation
Internal Address: 555 Long Wharf Drive, 11th Floor
New Haven, CT 06511
Street Address: Same as above

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

3. Nature of conveyance:

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

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):

10/099,322, filed March 15, 2002

B. Patent No(s):

Additional numbers attached? Yes No

5. 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 any deficiencies or credit any overpayment to Deposit Account No: 50-0311, Reference No. 21402-240 CIP.

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.

Gregory J. Siczekiewicz, Reg. No. 48,223

January 6, 2005

Total number of pages including cover sheet, attachments, and document: [77]

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

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

2005 JAN -6 PM 12:33
OPR/FINANCE

01/10/2005 DBYRNE 00000102 10099322
01 FC:8021 40.00 OP

ASSIGNMENT

We, **Peter Mezes, Luca Rastelli, John Herrmann, John MacDougall, Haihong Zhong, Stacie Casman, Ferenc Boldog, Richard Shimkets, Linda Gorman, Andrew Eisen, Steven Spaderna, Corine Vernet, Constance Berghs, Kimberly Spytek, Vincent DiPippo, Bryan Zerhusen, John Peyman, Karen Ellerman, David Stone, William Grosse, John Alsobrook II, Denise Lepley, Daniel Rieger, Catherine Burgess, Shlomit Edinger, Edward Voss, and Charles Miller**, the undersigned, hereinafter referred to as the ASSIGNOR, 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, 11th Floor, New Haven, CT 06511** 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:

PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **March 15, 2002** and assigned Serial No. **10/099,322**, 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 as 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

Applicants: Mezes et al.
U.S.S.N.: 10/099,322

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: _____
Signature of: Peter Mezes

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Luca Rastelli

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: John Herrmann

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: John MacDougall

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Haihong Zhong

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Stacie Casman

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Ferenc Boldog

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Richard Shimkets

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Linda Gorman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Andrew Eisen

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Steven Spaderna

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Corine Vernet**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: 7/18/02
Signature of: **Constance Berghs**

State of Connecticut
Country of United States

Subscribed and sworn to before me this 18 day of July 2002.

Notary Public
My commission expires 2/28/04

Date: _____
Signature of: Kimberly Spytek

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Vincent DiPippo

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Bryan Zerhusen

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John Peyman

State of _____

Country of _____

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

Notary Public

Date: _____
Signature of: Karen Ellerman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: David Stone

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: William Grosse

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: John Alsobrook II

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Daniel Rieger

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Catherine Burgess

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Shlomit Edinger

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Applicants: Mezes et al.
U.S.S.N.: 10/099,322

Date: _____
Signature of: Edward Voss

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Charles Miller

State of _____

Country of _____

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

Notary Public

My commission expires _____.

TRA 1674710v1

ASSIGNMENT

We, **Peter Mezes, Luca Rastelli, John Herrmann, John MacDougall, Haihong Zhong, Stacie Casman, Ferenc Boldog, Richard Shimkets, Linda Gorman, Andrew Eisen, Steven Spaderna, Corine Vernet, Constance Berghs, Kimberly Spytek, Vincent DiPippo, Bryan Zerhusen, John Peyman, Karen Ellerman, David Stone, William Grosse, John Alsobrook II, Denise Lepley, Daniel Rieger, Catherine Burgess, Shlomit Edinger, Edward Voss, and Charles Miller**, the undersigned, hereinafter referred to as the ASSIGNOR, 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, 11th Floor, New Haven, CT 06511** 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:

PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **March 15, 2002** and assigned Serial No. **10/099,322**, 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 as 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.

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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.

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Applicants: Mezes et al.
U.S.S.N.: 10/099,322

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.

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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:

Signature of: Peter Mezes

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Luca Rastelli

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: John Herrmann

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John MacDougall

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Haihong Zhong

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Stacie Casman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Ferenc Boldog

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Richard Shimkets

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Linda Gorman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Andrew Eisen

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Steven Spaderna

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Corine Vernet

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Constance Berghs

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Kimberly Spytek

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Vincent DiPippo

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Bryan Zerhusen

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John Peyman

State of _____

Country of _____

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

Notary Public

Date: _____
Signature of: Karen Ellerman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: David Stone

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: William Grosse

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John Alsobrook II

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Daniel Rieger

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Catherine Burgess

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

9/17/02

R Shomit Edinger

Signature of: Shlomit Edinger

State of Connecticut

Country of _____

Subscribed and sworn to before me this 17 day of September 02

[Signature]

Notary Public

My commission expires 2/28/04.

Applicants: Mezes et al.
U.S.S.N.: 10/099,322

Date:

Signature of: Edward Voss

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Charles Miller

State of _____

Country of _____

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

Notary Public

My commission expires _____.

ASSIGNMENT

We, **Peter Mezes, Luca Rastelli, John Herrmann, John MacDougall, Haihong Zhong, Stacie Casman, Ferenc Boldog, Richard Shimkets, Linda Gorman, Andrew Eisen, Steven Spaderna, Corine Vernet, Constance Berghs, Kimberly Spytek, Vincent DiPippo, Bryan Zerhusen, John Peyman, Karen Ellerman, David Stone, William Grosse, John Alsobrook II, Denise Lepley, Daniel Rieger, Catherine Burgess, Shlomit Edinger, Edward Voss, and Charles Miller**, the undersigned, hereinafter referred to as the ASSIGNOR, 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, 11th Floor, New Haven, CT 06511** 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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Applicants: Mezes et al.
U.S.S.N.: 10/099,322

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.

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Date: _____
Signature of: Peter Mezes

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Luca Rastelli

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John Herrmann

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John MacDougall

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Haihong Zhong

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Stacie Casman**

State of _____

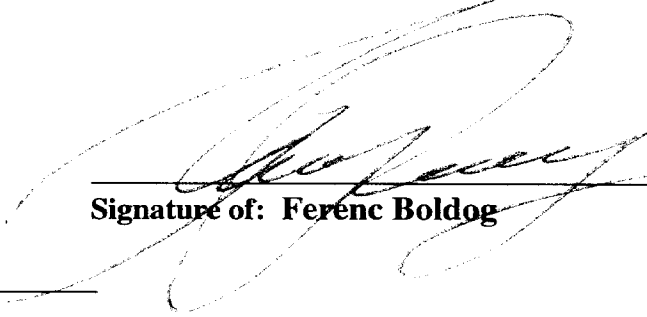
Country of _____

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

Notary Public

My commission expires _____.

Date: 9/17/02

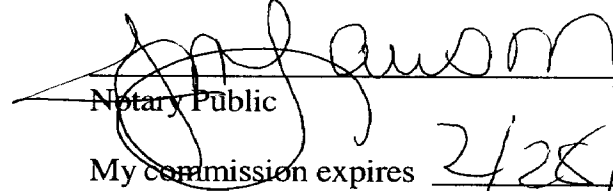


Signature of: **Ferenc Boldog**

State of Connecticut

Country of USA

Subscribed and sworn to before me this 17 day of September 2002



Notary Public
My commission expires 2/25/07.

Date: _____
Signature of: Richard Shimkets

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Linda Gorman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Andrew Eisen

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Steven Spaderna

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Corine Vernet

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Constance Berghs

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Kimberly Spytek

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Vincent DiPippo

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Bryan Zerhusen

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John Peyman

State of _____

Country of _____

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

Notary Public

Date: _____
Signature of: Karen Ellerman

State of _____

Country of _____

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Notary Public

My commission expires _____.

Date: _____
Signature of: David Stone

State of _____

Country of _____

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My commission expires _____.

Date: _____
Signature of: William Grosse

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Country of _____

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My commission expires _____.

Date: _____
Signature of: John Alsobrook II

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Daniel Rieger

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date:

Signature of: Catherine Burgess

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Shlomit Edinger

State of _____

Country of _____

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Notary Public

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Applicants: *Mezes et al.*
U.S.S.N.: 10/099,322

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Signature of: Edward Voss

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My commission expires _____.

Date:

Signature of: Charles Miller

State of _____

Country of _____

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

Notary Public

My commission expires _____.

TRA 1674710v1

ASSIGNMENT

We, **Peter Mezes, Luca Rastelli, John Herrmann, John MacDougall, Haihong Zhong, Stacie Casman, Ferenc Boldog, Richard Shimkets, Linda Gorman, Andrew Eisen, Steven Spaderna, Corine Vernet, Constance Berghs, Kimberly Spytek, Vincent DiPippo, Bryan Zerhusen, John Peyman, Karen Ellerman, David Stone, William Grosse, John Alsobrook II, Denise Lepley, Daniel Rieger, Catherine Burgess, Shlomit Edinger, Edward Voss, and Charles Miller**, the undersigned, hereinafter referred to as the ASSIGNOR, 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, 11th Floor, New Haven, CT 06511** 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:

PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **March 15, 2002** and assigned Serial No. **10/099,322**, 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 as 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

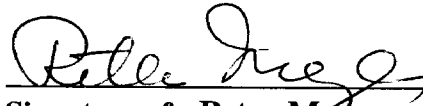
Applicants: Mezes et al.
U.S.S.N.: 10/099,322

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.

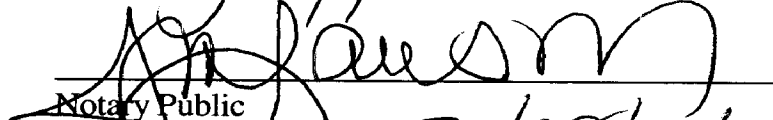
Date: 7-9-02


Signature of: Peter Mezes

State of Connecticut

Country of US

Subscribed and sworn to before me this 9 day of July, 2002.


Notary Public
My commission expires 2/28/04

Applicants: Mezes et al.
U.S.S.N.: 10/099,322

Date: 7/9/02

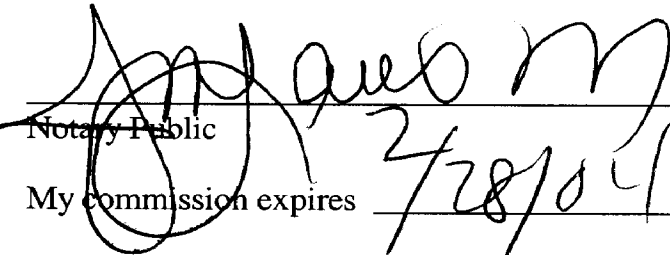


Signature of: Luca Rastelli

State of Connecticut

Country of US

Subscribed and sworn to before me this 9
day of July, 2002.



Notary Public
My commission expires 7/28/04

Date: _____
Signature of: John Herrmann

State of _____

Country of _____

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

Notary Public
My commission expires _____

Date: 07/01/02 _____
Signature of: John MacDougall

State of Connecticut
Country of US

Subscribed and sworn to before me this 1 day of July, 2002.


[Signature]
Notary Public
My commission expires 2/28/04

Date: 7/2/02 _____
Signature of: Haihong Zhong

State of Connecticut
Country of US

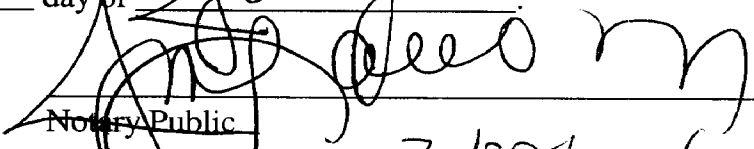
Subscribed and sworn to before me this 2 day of July, 2002.

[Signature]
Notary Public
My commission expires 2/28/04

Date: 7/28/02 
Signature of: **Stacie Casman**

State of Connecticut
Country of United States

Subscribed and sworn to before me this 18 day of July 02


Notary Public

My commission expires 2/28/04

Date: _____
Signature of: **Ferenc Boldog**

State of _____
Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Richard Shimkets**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: 7/8/02

Linda Gorman
Signature of: **Linda Gorman**


State of Connecticut

Country of US

Subscribed and sworn to before me this 8 day of July 2002.

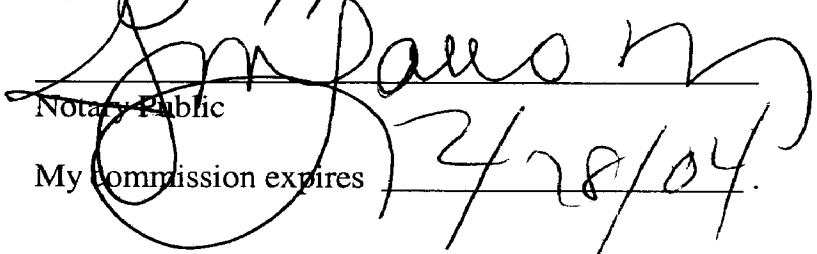
Linda Gorman
Notary Public
My commission expires 7/28/04.

Date: 7/9/02
State of Connecticut
Country of US



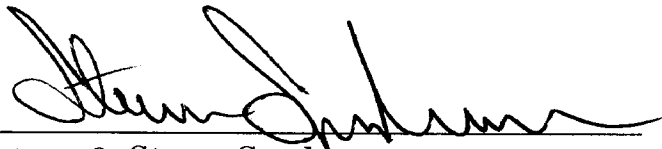
Signature of: Andrew Eisen

Subscribed and sworn to before me this 9 day of July, 2002.



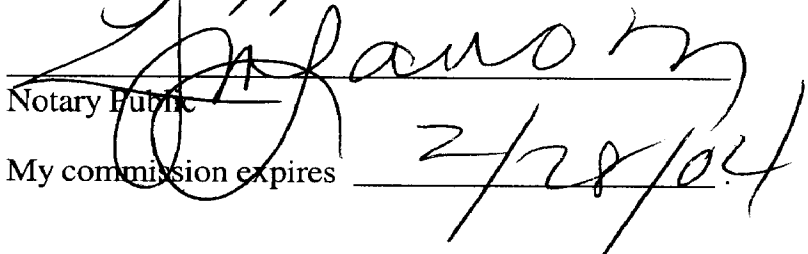
Notary Public
My commission expires 2/28/04.

Date: 7/9/02
State of Connecticut
Country of US



Signature of: Steven Spaderna

Subscribed and sworn to before me this 9 day of July, 2002.



Notary Public
My commission expires 2/28/04.

Date:

7/1/02

Corine Vernet

Signature of: Corine Vernet

State of

Connecticut

Country of

US

Subscribed and sworn to before me this

1 day of July, 2002.

Notary Public

My commission expires

William
2/28/04

Date:

Signature of: Constance Berghs

State of


Country of

Subscribed and sworn to before me this

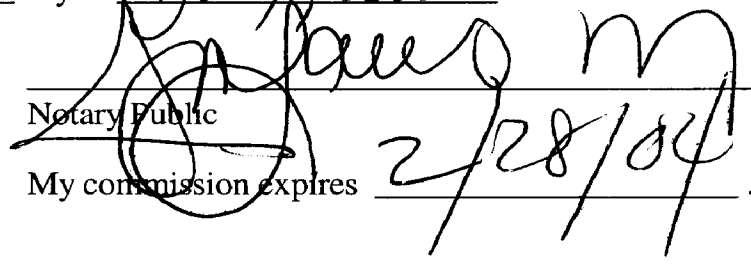
Notary Public

My commission expires

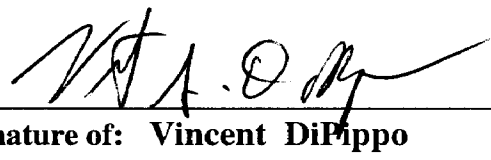
Date: 7/1/02
State of Connecticut
Country of US


Signature of: **Kimberly Spyttek**

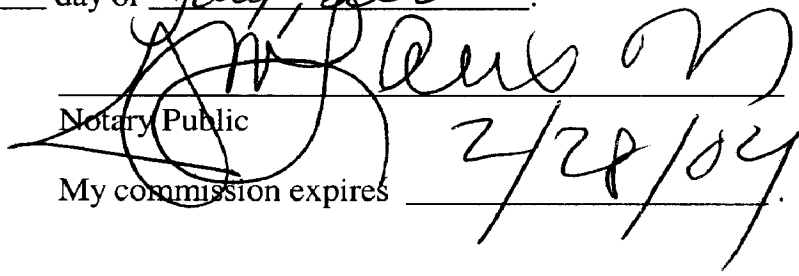
Subscribed and sworn to before me this 1 day of July 2002.


Notary Public
My commission expires 2/28/04.

Date: 7-8-02
State of Connecticut
Country of US


Signature of: **Vincent DiPippo**

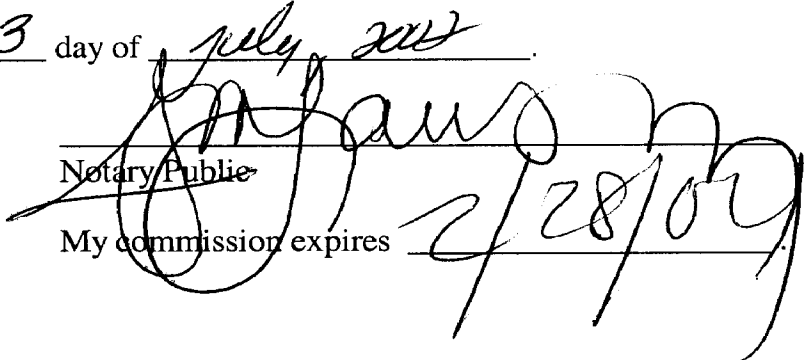
Subscribed and sworn to before me this 8 day of July, 2002.


Notary Public
My commission expires 2/28/04.

Date: 7/3/02 
Signature of: **Bryan Zerhusen**

State of Connecticut
Country of US

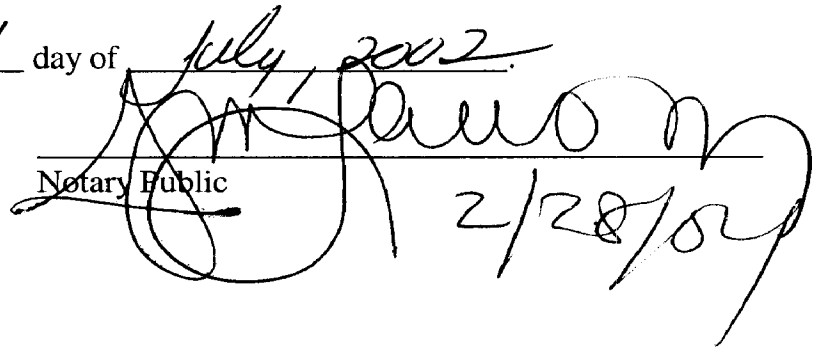
Subscribed and sworn to before me this 3 day of July, 2002.


Notary Public
My commission expires 2/28/07

Date: 7/1/02 
Signature of: **John Peyman**

State of Connecticut
Country of US

Subscribed and sworn to before me this 1 day of July, 2002.


Notary Public
My commission expires 2/28/07

Date: 7/2/02 K. Ellerman
Signature of: **Karen Ellerman**

State of Connecticut
Country of US

Subscribed and sworn to before me this 2 day of July, 2002

[Signature]
Notary Public
My commission expires 2/28/04

Date: 7/8/02 [Signature]
Signature of: **David Stone**

State of Connecticut
Country of US

Subscribed and sworn to before me this 8 day of July, 2002

[Signature]
Notary Public
My commission expires 2/28/04

Date: _____
Signature of: William Grosse

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: 7/02/02
Signature of: John Alsobrook II

State of Connecticut

Country of US

Subscribed and sworn to before me this 2 day of July, 2002.

Notary Public
My commission expires 2/28/04

Date: 7-1-02

Denise Lepley
Signature of: Denise Lepley

State of Connecticut

Country of USA

Subscribed and sworn to before me this 1 day of July 2002

[Signature]
Notary Public
My commission expires 2/28/04

Date: 7-8-02

Daniel Rieger
Signature of: Daniel Rieger

State of Connecticut

Country of US

Subscribed and sworn to before me this 8 day of July, 2002

[Signature]
Notary Public
My commission expires 2/28/04

Date: 7-1-02

Catherine E. Burgess
Signature of: Catherine Burgess

State of Connecticut

Country of US

Subscribed and sworn to before me this 1 day of July, 2002.

[Signature]
Notary Public
My commission expires 2/28/04.

Date: _____
Signature of: Shlomit Edinger

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Applicants: Mezes et al.
U.S.S.N.: 10/099,322

Date: 7/18/02

Edward Voss

Signature of: Edward Voss

State of Connecticut

Country of US

Subscribed and sworn to before me this 8 day of July, 2002

[Signature]
Notary Public
My commission expires 2/28/04

Date: 7/1/02

Charles S. Miller

Signature of: Charles Miller

State of Connecticut

Country of US

Subscribed and sworn to before me this 1 day of July, 2002

[Signature]
Notary Public
My commission expires 2/28/04

ASSIGNMENT

We, **Peter Mezes, Luca Rastelli, John Herrmann, John MacDougall, Haihong Zhong, Stacie Casman, Ferenc Boldog, Richard Shimkets, Linda Gorman, Andrew Eisen, Steven Spaderna, Corine Vernet, Constance Berghs, Kimberly Spytek, Vincent DiPippo, Bryan Zerhusen, John Peyman, Karen Ellerman, David Stone, William Grosse, John Alsobrook II, Denise Lepley, Daniel Rieger, Catherine Burgess, Shlomit Edinger, Edward Voss, and Charles Miller**, the undersigned, hereinafter referred to as the ASSIGNOR, 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, 11th Floor, New Haven, CT 06511** 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:

PROTEINS AND NUCLEIC ACIDS ENCODING SAME

filed with the U.S. Patent and Trademark Office on **March 15, 2002** and assigned Serial No. **10/099,322**, 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 as 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.

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Applicants: Mezes et al.
U.S.S.N.: 10/099,322

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.

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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: _____
Signature of: Peter Mezes

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Luca Rastelli

State of _____

Country of _____

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

Notary Public

My commission expires _____.

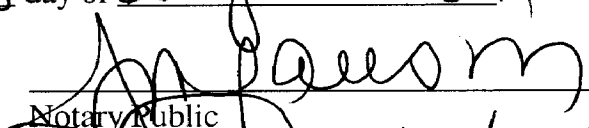
Date: 8-15-02



Signature of: John Herrmann

State of Connecticut
Country of United States

Subscribed and sworn to before me this 15 day of August 02.



Notary Public

My commission expires 8/28/04.

Date: _____
Signature of: **John MacDougall**

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: **Haihong Zhong**

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Stacie Casman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Ferenc Boldog

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: 8/20/02 _____
Signature of: **Richard Shimkets**

State of Connecticut

Country of United States

Subscribed and sworn to before me this 20 day of August 02.

[Signature]
Notary Public
My commission expires 2/28/04.

Date: _____
Signature of: **Linda Gorman**

State of _____

Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Andrew Eisen

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Steven Spaderna

State of _____
Country of _____

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

Notary Public
My commission expires _____.

Date: _____
Signature of: Corine Vernet

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Constance Berghs

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Kimberly Spytek**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Vincent DiPippo**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Bryan Zerhusen

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: John Peyman

State of _____

Country of _____

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

Notary Public

Date:

Signature of: Karen Ellerman

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: David Stone

State of _____

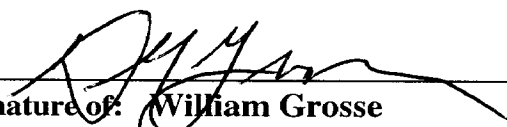
Country of _____

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

Notary Public

My commission expires _____.

Date: 8/15/02

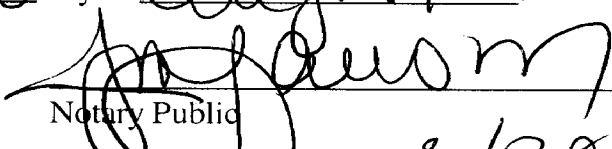


Signature of: William Grosse

State of Connecticut

Country of United States

Subscribed and sworn to before me this 15 day of August



Notary Public

My commission expires 2/28/04

Date:

Signature of: John Alsobrook II

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Denise Lepley

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: Daniel Rieger

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Catherine Burgess**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date: _____
Signature of: **Shlomit Edinger**

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Applicants: Mezes et al.
U.S.S.N.: 10/099,322

Date:

Signature of: Edward Voss

State of _____

Country of _____

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

Notary Public

My commission expires _____.

Date:

Signature of: Charles Miller

State of _____

Country of _____

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

Notary Public

My commission expires _____.

TRA 1674710v1

Applicants: Rastelli et al.
U.S.S.N. 10/099,322

Steven Spaderna (July 9, 2002)
Corine Vernet (July 1, 2002)
Constance Berghs (July 18, 2002)
Kimberly Spytek (July 1, 2002)
Vincent DiPippo (July 8, 2002)
Bryan Zerhusen (July 3, 2002)
John Peyman (July 1, 2002)
Karen Ellerman (July 2, 2002)
David Stone (July 8, 2002)
William Grosse (August 15, 2002)
John Alsobrook, II (July 2, 2002)
Denise Lepley (July 1, 2002)
Daniel Rieger (July 8, 2002)
Catherine Burgess (July 1, 2002)
Shlomit Edinger (September 17, 2002)
Edward Voss (July 8, 2002)
Charles Miller (July 1, 2002)

TRA 1993953v1