

4/28/05

05-03-2005

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-1067 (exp. 6/30/2005)

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RECORDATION
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): Uta Francke Execution Date(s): February 6, 2004 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Howard Hughes Medical Institute</u> Internal Address: _____ Street Address: _____ 4000 Jones Bridge Road City: <u>Chevy Chase</u> State: <u>Maryland</u> Country: _____ Zip: <u>20815-6789</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	

4. Application or patent number(s): A. Patent Application No.(s) 09/657,013 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Melissa L. Sistrunk</u> <u>FULBRIGHT & JAWORSKI L.L.P.</u> Internal Address: <u>Atty. Dkt.: HO-P01893US1</u> Street Address: <u>Fulbright Tower</u> <u>1301 McKinney, Suite 5100</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77010-3095</u> Phone Number: <u>(713) 651-3735</u> Fax Number: <u>(713) 651-5246</u> Email Address: <u>msistrunk@fulbright.com</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____
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9. Signature: <u>Melissa L. Sistrunk</u> Signature Melissa L. Sistrunk - 45,579 Name of Person Signing	April 28, 2005 Date Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>
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Recordation Form Cover Sheet
I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV 670374791US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.
Dated: April 28, 2005 Signature: Monica L. Thomas (Monica L. Thomas)

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PATENT
REEL: 016505 FRAME: 0284

ASSIGNMENT

Assignment made Feb 6, 2004 by Uta Francke, M.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 her 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 she 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 "Diagnosis and Therapy of Rett Syndrome, Autism and Related Disorders" 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 her 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 her 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 (including, without limitation, the patent application filed in the United States Patent and Trademark Office on September 7, 2000 with Serial Number 09/657,013) 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 her heirs, personal representatives and assigns.

4. Warranty. Inventor warrants and represents that she 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: 

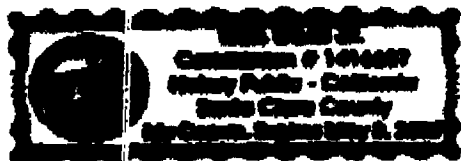
Uta Francke, M.D.

State/County of California
County of San Diego

Then personally appeared before me the above-named Uta Francke and acknowledged that she executed the foregoing instrument as her free act and deed this 6 day of February, 2004.

 Notary PublicPaul S. K. H. (print name)

(SEAL)

My Commission expires 5/8/07S99-170
HHMI 1693

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