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# RECORDATION FORM COVER SHEET PATENTS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: JULY 21, 2005

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

Name: MASSACHUSETTS COLLEGE OF  
PHARMACY AND HEALTH SCIENCES

Internal Address: \_\_\_\_\_

Street Address: 179 LONGWOOD AVENUE

City: BOSTON State: MASSACHUSETTS  
Zip: 02115

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

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):  
09/942,084 FILED AUGUST 28, 2001

B. Patent No.(s):  
6,576,256 ISSUED JUNE 10, 2003

Additional numbers attached? ☐ Yes ☒ No

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

Name: KAREN CANAAN, Reg. No. 42,382

Internal Address: \_\_\_\_\_

Street Address: Reed IP Law Group  
1400 Page Mill Road

City: Palo Alto State: CA Zip: 94304

6. Total number of applications and patents involved: 1

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

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

18-0580

(Attach duplicate copy of this page if paying by deposit account)

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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.

KAREN CANAAN, Reg. No. 42,382  
Name of Person Signing

Signature

AUGUST 1, 2005  
Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment, Commissioner of Patents, P.O. Box 1450  
Alexandria, VA 22313-1450

PATENT

REEL: 016602 FRAME: 0041

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Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

### **ASSIGNMENT OF PATENT RIGHTS AGREEMENT**

**This ASSIGNMENT OF PATENT RIGHTS AGREEMENT** (hereinafter referred to as "Agreement"), made and entered into to be effective as of the 21st day of July, 2005 (hereinafter referred to as the "Effective Date"), by and between **THE BRIGHAM AND WOMEN'S HOSPITAL, INC.** a Massachusetts not-for-profit medical institution with a principal place of business at 75 Francis Street, Boston, Massachusetts 02115 (hereinafter referred to as "BWH"), and **MASSACHUSETTS COLLEGE OF PHARMACY AND HEALTH SCIENCES**, a Massachusetts not-for-profit college with a principal place of business at 179 Longwood Avenue, Boston, Massachusetts 02115 (hereinafter referred to as "MCP"). BWH and MCP are referred to singly as Party and jointly as Parties throughout this Agreement.

### **WITNESSETH:**

**WHEREAS**, BWH represents and warrants that it is the exclusive owner of the entire right, title, and interest, including the past, current, and future rights of enforcement, in and to U.S. Patent Application Serial No. 09/942,084, filed on August 28, 2001, and issued as U.S. Patent No. 6,576,256 on June 10, 2003, (hereinafter referred to as the "'256 Patent"), and represents and warrants that no foreign patent applications or patents have resulted or will result from the '256 Patent; and

**WHEREAS**, MCP represents and warrants that it is the exclusive owner of the entire right, title, and interest, including the past, current, and future rights of enforcement, in and to U.S. Patent Application Serial No. 09/941,948, filed on August 28, 2001, and issued as U.S. Patent No. 6,669,955 on December 30, 2003 (hereinafter referred to as the "'955 Patent"),

Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

and all foreign counterpart patent applications filed off of '955 Patent (hereinafter referred to as "Foreign Counterpart Applications");

**WHEREAS**, BWH desires to assign to MCP fifty percent (50%) of BWH's interest in and to the '256 Patent, and MCP desires to acquire such fifty percent (50%) interest in and to the '256 Patent pursuant to the terms and conditions set forth herein; and

**WHEREAS**, MCP desires to assign to BWH fifty percent (50%) of MCP's interest in and to the '955 Patent and twenty-five percent (25%) of MCP's interest in and to the Foreign Counterpart Applications, and BWH desires to acquire from MCP such fifty percent (50%) interest in and to the '955 Patent and such twenty-five (25%) interest in and to the Foreign Counterpart Applications pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants of this Agreement, the Parties agree as follows:

1.1 For good and sufficient consideration, the sufficiency of which is hereby acknowledged, BWH hereby sells, transfers, conveys, assigns and delivers to MCP a fifty percent (50%) interest in BWH's right, title, and interest in and to the '256 Patent, including any ensuing letters patent that may issue from any reexamination or reissue proceedings before the United States Patent and Trademark Office (hereinafter the "USPTO") for the '256 Patent. MCP, its successors, assigns and legal representatives hereby purchases, acquires and accepts from BWH, a fifty percent (50%) interest in BWH's right, title, and interest in and to the '256 Patent, including any ensuing letters patent that may issue from any reexamination or reissue proceedings before the USPTO for the '256 Patent.

Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

1.2 For good and sufficient consideration, the sufficiency of which is hereby acknowledged, MCP hereby sells, transfers, conveys, assigns and delivers to BWH, a fifty percent (50%) in MCP's right, title, and interest in and to the '955 Patent, including any ensuing letters patent that may issue from any reexamination or reissue proceedings before the USPTO for the '955 Patent, and a twenty-five percent (25%) interest in MCP's right, title, and interest in and to the Foreign Counterpart Applications, including any foreign counterpart patents resulting from the '955 Patent (hereinafter referred to as "Foreign Counterpart Patents"). BWH, its successors, assigns and legal representatives hereby purchases, acquires and accepts from MCP, a fifty percent (50%) interest in MCP's right, title, and interest in and to the '955 Patent, including any ensuing letters patent that may issue from any reexamination or reissue proceedings before the USPTO for the '955 Patent, and a twenty-five (25%) interest in MCP's right, title, and interest in and to the Foreign Counterpart Applications and any ensuing Foreign Counterpart Patents (hereinafter collectively referred to as "Foreign Counterpart Applications and/or Patents").

1.3 The Parties agree to execute and deliver all papers and documents, take all lawful oaths and perform all acts necessary or required for the maintenance, enforcement, and defense of the '256 Patent and the '955 Patent (hereinafter, collectively referred to as "the Patents"), any ensuing letters patent that may issue from reexamination or reissue proceedings of the Patents, and any Foreign Counterpart Applications and/or Patents, including any interference, opposition, or litigation proceedings, to the full end of the patent terms of the Patents, any reexamination or reissue patents resulting from the Patents, or any Foreign Counterpart Patents resulting from the '955 Patent.

1.4 BWH shall be responsible for overseeing and ensuring the payment of all USPTO maintenance fees for the '256 Patent, including any USPTO maintenance fees for any ensuing letters patent that may issue from reexamination or reissue proceedings of the '256 Patent

Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

(hereinafter collectively referred to as "the '256 Patent and/or progeny"). BWH shall provide MCP a copy of all communications with, by, and between BWH and the USPTO for the maintenance of the '256 Patent and/or progeny. In the event BWH wishes to abandon the maintenance of the '256 Patent and/or progeny, then BWH shall notify MCP in writing within thirty (30) days of its decision to abandon the maintenance of the '256 Patent and/or progeny and allow MCP ninety (90) days from MCP's receipt of BWH's written notification of intent to abandon the '256 Patent and/or progeny to elect to obtain the assignment of all of BWH's right in the '256 Patent and/or progeny. If within this 90 day period, MCP wishes to obtain an assignment of all of BWH's rights in the '256 Patent and/or progeny, then MCP will timely notify BWH in writing of MCP's intention to obtain an assignment of all of BWH's rights in the '256 Patent and/or progeny and BWH, at no cost to MCP, shall assign, subject to approval by the National Institute of Health, which has certain rights in the '256 Patent and any other applicable rights of the U.S. Government, its remaining entire right, title, and interest in and to the '256 Patent and/or progeny to MCP. If within this ninety (90) day period, MCP elects not to obtain an assignment of BWH's rights to the '256 Patent and/or progeny, then MCP will timely notify BWH in writing that MCP does not wish to obtain an assignment of all of BWH's rights in the '256 Patent and/or progeny and upon earlier of either receipt of MCP's written notification or the end of the ninety (90) day period, BWH may abandon, or assign to a third party, its right, title, and interest in and to the '256 Patent and/or progeny. Any assignment of BWH's rights in the '256 Patent and/or progeny to MCP will be subject to BWH's and BWH's affiliates' right to make and to use the subject matter described and/or claimed in the '256 Patent and/or progeny for research and educational purposes, and, as required by the United States government pursuant to any rights it may retain in the '256 Patent, to permit others at academic, government and not-for-profit institutions to make and use the subject matter described and/or claimed in '256 Patent and/or progeny for research and educational purposes. Within the context of this Agreement, BWH's affiliates shall include any corporation or other legal entity other than BWH

Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

in whatever country organized, controlling, controlled by or under common control with BWH. The term "control" shall mean the power, direct or indirect, to elect or appoint more than fifty percent (50%) of the directors or trustees, or to cause direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

1.5 MCP shall be responsible for overseeing and ensuring the payment of all USPTO maintenance fees for the '955 Patent, including any USPTO maintenance fees for any ensuing letters patent that may issue from reexamination or reissue proceedings of the '955 Patent (hereinafter collectively referred to as "the '955 Patent and/or progeny"). MCP shall provide BWH a copy of all communications with, by, and between MCP and the USPTO for the maintenance of the '955 Patent and/or progeny. In the event MCP wishes to abandon the maintenance of the '955 Patent and/or progeny, then MCP shall notify BWH in writing within thirty (30) days of its decision to abandon the maintenance of the '955 Patent and/or progeny and allow BWH ninety (90) days from BWH's receipt of MCP's written notification of intent to abandon the '955 Patent and/or progeny to elect to obtain the assignment of all of MCP's right in the '955 Patent and/or progeny. If within this ninety (90) day period, BWH wishes to obtain an assignment of all of MCP's rights in the '955 Patent and/or progeny, then BWH will timely notify MCP of in writing of BWH's intention to obtain an assignment of all of MCP's rights in the '955 Patent and/or progeny and MCP, at no cost to BWH, shall assign its remaining entire right, title, and interest in the '955 Patent and/or progeny to BWH. If within this ninety (90) day period, BWH elects not to obtain an assignment of MCP's rights to the '955 Patent and/or progeny, then BWH will timely notify MCP in writing that BWH does not wish to obtain an assignment of all of MCP's rights in the '955 Patent and/or progeny and upon earlier of either receipt of BWH's written notification or the end of the ninety (90) day period, MCP may abandon, or assign to a third party, its right, title, and interest in and to the '955 Patent and/or progeny. Any assignment of MCP's rights in the '955 Patent and/or progeny to BWH will be

Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

subject to MCP's right to make and to use the subject matter described and/or claimed in the '955 Patent and/or progeny for research and educational purposes.

1.6 MCP shall be responsible for the prosecution of the Foreign Counterpart Applications and shall provide BWH with a copy of all communications with, by, and between MCP and the foreign patent offices, and shall oversee and ensure the payment of all fees associated with the prosecution of the Foreign Counterpart Applications and all fees associated with maintaining any ensuing Foreign Counterpart Patents in force, pursuant to the terms of Section 1.2 of this Agreement.

1.7 Should MCP wish to abandon the prosecution or maintenance of any of the Foreign Counterpart Applications and/or Patents, then MCP shall notify BWH in writing of its decision to abandon the Foreign Counterpart Applications and/or Patents within thirty (30) days of the decision to abandon the Foreign Counterpart Applications and/or Patents and allow BWH ninety (90) days from BWH's receipt of MCP's written notification of intent to abandon the Foreign Counterpart Applications and/or Patents to elect to obtain the assignment of all of MCP's rights in and to the Foreign Counterpart Applications and/or Patents. If within this ninety (90) day period, BWH wishes to obtain an assignment of all of MCP's rights in and to the Foreign Counterpart Applications and/or Patents, then BWH will timely notify MCP in writing of BWH's intention to obtain an assignment of all of MCP's rights in and to the Foreign Counterpart Applications and/or Patents and MCP, at no cost to BWH, shall assign its seventy-five percent (75%) right, title, and interest in and to the Foreign Counterpart Applications and/or Patents to BWH. If within this ninety (90) day period, BWH elects not to obtain an assignment of MCP's rights in and to the Foreign Counterpart Applications and/or Patents, then BWH will timely notify MCP in writing that BWH does not wish to obtain an assignment of MCP's rights in and to the Foreign Counterpart Applications and/or Patents and upon receipt of BWH's

Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

written notification, MCP may abandon, or assign to a third party, its right, title, and interest in and to the Foreign Counterpart Applications and/or Patents.

1.8 Should BWH wish to abandon its twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents, then BWH shall notify MCP in writing of its decision to abandon its twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents within thirty (30) days of the decision to abandon the Foreign Counterpart Applications and/or Patents and allow MCP ninety (90) days from MCP's receipt of BWH's written notification of intention to abandon the Foreign Counterpart Applications and/or Patents to elect to obtain the assignment of BWH's twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents. If within this ninety (90) day period, MCP elects to obtain BWH's twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents, then MCP will timely notify BWH in writing of MCP's intention to obtain an assignment of BWH's twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents and BWH, at no cost to MCP, shall assign its twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents to MCP. If within this ninety (90) day period, MCP elects not to obtain an assignment of MCP's twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents, then MCP will timely notify BWH in writing that MCP does not wish to obtain an assignment of BWH's twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents and upon earlier of either receipt of MCP's written notification or the end of the ninety (90) day period, BWH may abandon, or assign to a third party, its twenty-five percent (25%) interest in and to the Foreign Counterpart Applications and/or Patents.

1.9 The Parties agree that they will perform the services and duties as set forth in this Agreement at each Party's own cost and expense and without charge to the other Party except as



Atty Dkt No. 9500-0002  
Atty Dkt No. 9500-0003

Joint Assignment BWH-MCP  
U.S. Patent No. 6,576,256  
U.S. Patent No. 6,669,955

stated in Section 1.6 of this Agreement with respect to the payment of prosecution and maintenance fees for the Foreign Counterpart Patent Application and/or Patents.

1.10 This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Massachusetts without giving effect to its conflicts-of-laws principles.


1.11 This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof.

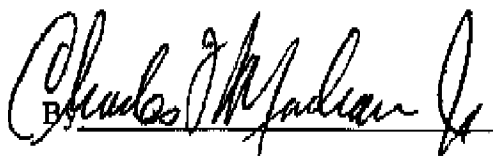
1.12 This Agreement may be executed by the Parties in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimiles shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

The Brigham and Women's Hospital, Inc.

Massachusetts College of Pharmacy and  
Health Sciences

By 

By 

BRIAN N. HICKS  
Director  
Name Corporate Sponsored  
Research and Licensing

Name Charles F. Monahan, Jr.

Title \_\_\_\_\_

Title President