

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Medicine and Dentistry of New Jersey	09/26/2005
RECEIVING PARTY DATA	
Name:	Monica J. Roth
Street Address:	360 Cabrini Blvd., 5M
City:	New York
State/Country:	NEW YORK
Postal Code:	10040
Name:	Keith Bupp
Street Address:	1134 Fieldcrest Ct.
City:	Lawrenceville
State/Country:	NEW JERSEY
Postal Code:	08648
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6762031
CORRESPONDENCE DATA	
Fax Number:	(201)488-3884
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(201) 343-7775
Email:	goldbergpat@earthlink.net
Correspondent Name:	Richard M. Goldberg
Address Line 1:	25 East Salem Street, Suite 419
Address Line 4:	Hackensack, NEW JERSEY 07601
ATTORNEY DOCKET NUMBER:	476/7/001

OP \$40.00 6762031

NAME OF SUBMITTER:

Richard M. Goldberg

Total Attachments: 6

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A S S I G N M E N T

WHEREAS, UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY (hereinafter referred to as ASSIGNOR), having an address at 335 George Street New Brunswick, New Jersey 08901, is the sole owner by assignment, of U.S. Patent No. 6,762,031, recorded on March 1, 2002 at Reel 012663, Frame 0473, for TARGETING VIRAL VECTORS TO SPECIFIC CELLS and to the new and useful improvements therein; and

WHEREAS, MONICA J. ROTH AND KEITH BUPP (hereinafter referred to collectively as ASSIGNEES), individuals residing at 360 Cabrini Blvd., 5M, New York, New York 10040 and 1134 Fieldcrest Ct., Lawrenceville, New Jersey 08648, respectively, are desirous of acquiring the entire right, title and interest in and to said U.S. Patent and the improvements described and claimed therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration, as set forth below, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEES, their heirs, successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and said U.S. Patent as

the same would have been held and enjoyed by ASSIGNOR had this Assignment had not been made; and

AND ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any Agreement to conflict therewith.

In consideration, ASSIGNEES agree to pay ASSIGNOR the amount of ten percent (10%) of any net profits which ASSIGNEE receives from licensing of said U.S. Patent. Net profits shall mean gross sales less any amounts for marketing, patent fees, liability insurance, advertising, taxes and other costs involved in commercialization.

ASSIGNOR hereby covenants that it has the full right to convey said entire right, title and interest herein assigned, and that it has not executed, and will not execute, any Agreement to conflict therewith.

ASSIGNOR hereby further covenants and agrees that it will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said improvements, and testify in any legal proceeding, sign all

lawful papers, execute all Reissue Applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in the United States and throughout the world, at ASSIGNEE'S costs.

All notices to be sent under the terms and provisions of this Agreement by either of the parties to the other shall be in writing and shall be sent first class, registered mail, to the address stated herein or to any later address, notice of which was given by the party to the other, and said notice shall be considered to be given with the official date stamp of such notice.

Any failure of one party to comply with any of its obligations or covenants under this Agreement may be waived by the other party, but such waiver must be in writing and shall not operate as a waiver of any subsequent or other failure.

This Agreement shall be binding on and inure to the benefit of ASSIGNOR and ASSIGNEE, and their successors, assigns and legal representatives.

The laws of the State of New Jersey and of the United States of America shall govern this Agreement as to all matters including specifically, but not exclusively, matters of interpretation, performance and remedies insofar as such law is existent or applicable and can or will be applied in the jurisdiction in which either party may seek an adjudication of any such matter.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or place where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or place and shall not be part of the consideration moving from either party to the other. The remaining provisions of this Agreement, however, shall be valid and binding as though such provisions were not included herein.

This Agreement contains a complete statement of all the terms between the parties and supersedes all existing agreements between the parties, whether oral or written.

No provision of this Agreement shall be interpreted against any party because that party or its legal representative drafted the provision.

No addition to or modification of this Agreement shall be effective unless duly made in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the respective date below indicated and such Agreement to become effective as of the last date signed below.

Signed at *Newark*, New Jersey on
this *26th* day of *September*, 2005.

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

By: _____

Francis X. Colford
Name: Francis X. Colford
Title: Vice President for Finance

Signed at *Piscataway*, New Jersey on
this *24* day of *October*, 2005.

Monica Roth
Name: MONICA J. ROTH

Signed at *Lawnville*, New Jersey on
this *21st* day of *October*, 2005.

[Signature]
Name: KEITH BUYP