

07-27-2005

Re 7-2505

REC



103050407

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):**

Stephen Bryant Liggett  
Lynne Elizabeth Wagoner

Execution Date(s) January 24, 2005 and January 25, 2005

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

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

Name: University of Cincinnati

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

Street Address: 3223 Eden Avenue

P.O. Box 670829

City: Cincinnati

State: OH

Country: United States Zip: 45267-0829

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

60/502,837  
10/941,063

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Stephen R. Albainy-Jenei

Internal Address: FROST BROWN TODD LLC

Street Address: 2200 PNC Center

201 East Fifth Street

City: Cincinnati

State: OH Zip: 45202

Phone Number: (513) 651-6839

Fax Number: (513) 651-6981

Email Address: salbainyjenei@fbtlaw.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80**

- Authorized to be charged by credit card
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Expiration Date 5-07

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**9. Signature:**

Signature

7/22/05

Date

Stephen R. Albainy-Jenei, Reg. No. 41,487

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

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07/26/2005 6TON11 00000103 60502837

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40.00 OP

**PATENT**  
**REEL: 016799 FRAME: 0259**

02-09-2005

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



RE

102936543  
PATENTS ONE

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1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

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- None required (government interest not affecting title)

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01-31-05

Date

Stephen R. Albainy-Jenei, Reg. No. 41,487

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

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40.00 DP

**PATENT**  
**REEL: 016799 FRAME: 0260**

## ASSIGNMENT

WHEREAS, WE, **Stephen Bryant Liggett**, a citizen of the United States, residing at 9180 Village Green Drive, Cincinnati, Ohio 45242, County of Hamilton, and State of Ohio, and **Lynne Elizabeth Wagoner**, a citizen of the United States, residing at 3003 Observatory Avenue, Cincinnati, Ohio 45208, County of Hamilton, and State of Ohio, (hereinafter referred to as "ASSIGNORS"), have invented a **METHODS FOR DIAGNOSIS, PREDICTION AND TREATMENT OF HEART FAILURE AND OTHER CARDIAC CONDITIONS BASED ON BETA 1-ADRENERGIC RECEPTOR POLYMORPHISM**, for which we have executed an application for Letters Patent of the United States, of even date herewith, and

WHEREAS, University of Cincinnati, a corporation duly organized and existing under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.