

12-14-2005



SHEET

103136997

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

12.5.05

**1. Name of conveying party(ies)**  
Xiaodong Wang and Chunying Du  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Howard Hughes Medical Institute  
Internal Address: \_\_\_\_\_  
  
Street Address: 4000 Jones Bridge Road  
  
City: Chevy Chase  
State: MD  
Country: USA Zip: 20815  
  
Additional name(s) & address(es) attached?  Yes  No

1130 U.S. PTO  
11/29/05  
120505

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) Sep 05, 2000  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 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)  
12/08/2005 SSITHIB1 00000016 11294968  
04 F:8021 40.00 OP  
B. Patent No.(s)  
  
Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Richard Aron Osman  
Internal Address: Customer No. 23379  
  
Street Address: \_\_\_\_\_  
  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 1  
**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers 3009  
Expiration Date 04/08  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ Dec 05, 2005  
Signature Date

Richard Aron Osman Total number of pages including cover sheet, attachments, and documents:   
Name of Person Signing

Documents to be recorded (Including cover sheet) should be faxed to (703) 308-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT

Assignment made SEPTEMBER 5, 2009, by Xiaodong Wang, PhD ("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 his 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 he 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 "Peptides Derived From SMAC Protein Is Sufficient For Its Function As IAP Inhibitor" 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 his 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 his 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 non-provisional patent application entitled "Apoptotic Compounds" filed in the United States Patent and Trademark Office on August 23, 2000 which has not yet been assigned a serial number), 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 his heirs, personal representatives and assigns.

4. Warranty. Inventor warrants and represents that he 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:

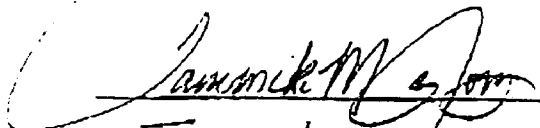
  
Xiaodong Wang, PhD

State of Texas

County of

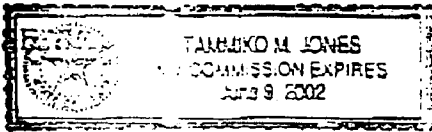
DALLAS

Then personally appeared before me the above-named Xiaodong Wang, PhD and acknowledged that he executed the foregoing instrument as his free act and deed this 5<sup>th</sup> day of SEPTEMBER, 2000.

  
Notary Public

Tammiko M Jones (print name)

My Commission expires 6 / 9 / 02



UTSD 100  
HHM 100

492010

1001 00701 7118

ASSIGNMENT

Assignment made Sept 5, 2000, by Chunying Du, PhD ("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 "Peptides Derived From SMAC Protein Is Sufficient For Its Function As IAP Inhibitor" 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 non-provisional patent application entitled "Apoptotic Compounds" filed in the United States Patent and Trademark Office on August 23, 2000 which has not yet been assigned a serial number), 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: *Chunying Du*  
Chunying Du, PhD

State of Texas:

County of DALLAS

Then personally appeared before me the above-named Chunying Du, PhD and acknowledge that she executed the foregoing instrument as her free act and deed this 5<sup>th</sup> day of SEPTEMBER, 2000.



*Tammiko M. Jones* Notary Public  
TAMMIKO M JONES (print name)

My Commission expires 6, 9, 02

UTSD 0730  
HHM: 1939