

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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):
Bruce Levine (3/6/2006) and Carl June
(2/28/2006)

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

2. Name and address of receiving party(ies)

Name: The Trustees of the University of Pennsylvania

Internal Address: _____

Street Address: _____

3160 Chestnut Street
Suite 200

City: Philadelphia

State: Pennsylvania

Country: United States of America Zip: 19104

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

A. Patent Application No.(s)
11/298,313

Additional numbers attached? Yes No

This document is being filed together with a new application.

B. Patent No.(s)

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

Name: Peter F. Corless
EDWARDS ANGELL PALMER & DODGE
LLP

Internal Address: Atty. Dkt.: 58509(47992)

Street Address: P.O. Box 55874

City: Boston

State: MA Zip: 02205

Phone Number: (617) 439-4444

Fax Number: (617) 439-4170

Email Address: PCorless@eapclaw.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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 _____
Expiration Date _____

b. Deposit Account Number 04-1105
Authorized User Name Melissa Hunter-Ensor, Ph.D.

9. Signature:



Signature

March 20, 2006
Date

Melissa Hunter-Ensor, Ph.D. - 55,289
Name of Person Signing

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

CH \$40.00 041105 11298313

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 28th day of February, 2006, by Bruce Levine and Carl June (hereinafter referred to as Assignors), residing at 1258 Liberty Bell Drive, Cherry Hill, New Jersey 08003; and 409 Baird Road, Merlon Station, Pennsylvania 19066, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in RAPAMYCIN-RESISTANT T CELLS AND THERAPEUTIC USES THEREOF, set forth in a Patent application for which a United States Application was filed on December 9, 2005 as Application No. 11/298,313; and

WHEREAS, The Trustees of the University of Pennsylvania, a University organized under and pursuant to the laws of Pennsylvania having its principal place of business at 3160 Chestnut Street, Suite 200, Philadelphia, Pennsylvania 19104 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said Inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its

successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions

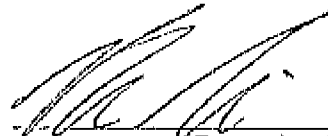
and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification 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:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 46037

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

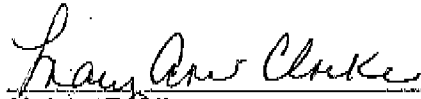


Bruce Levine

Date: 3/6/2006

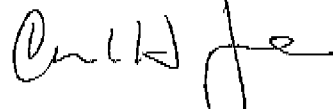
United States of America)
State of Pennsylvania) ss.:
County of Philadelphia)

On this 6 day of March, 2006, before me personally came Bruce Levine, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

NOTARIAL SEAL
Mary Ann Clarke, Notary Public
Philadelphia, Philadelphia County
My commission expires November 14, 2007

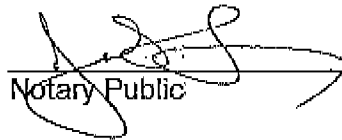


Carl June

Date: 2/28/06

United States of America)
State of PA) ss.:
County of Montgomery)

On this 28 day of Feb, 2006, before me
personally came Carl June, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
John-Paul Gerhold, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Jan. 4, 2009
Member, Pennsylvania Association of Notaries