

12-30-2005



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To the Honorable Commissioner of Patents and Trademarks

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1. Name of conveying party(ies):
FEWELL, Jason G.
MATAR, Majed
RICE, Jennifer
LEWIS, Danny H.
ANWER, Khursheed

2. Name and address of receiving party(ies)
Name: **Expression Genetics**
Internal Address: _____

Additional name(s) of conveying parties attached? Yes No

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: **2215 Mock Avenue**
Huntsville, Alabama 35801
Additional Name(s) & address(es) attached? Yes No

Execution Date: **November 18, 2005**

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).
11/261,931
Additional numbers attached? Yes No

B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Weili Cheng, Ph.D.**
Mailing Address: **Thorpe, North & Western, LLP**
P.O. Box 1219
Sandy, UT 84091-1219
Street Address: **8180 South 700 East**
City: **Sandy** State: **Utah** Zip: **84070**

6. Total number of applications and patents involved: **1**
7. Total fee (27 CFR 3.41)..... **\$40.00**
 Enclosed
 Any Deficiencies Authorized to be charged to deposit account

8. Deposit account number:
20-0100 (Deficiencies Only)
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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.

Weili Cheng, Ph.D.
Name of Person Signing

[Signature]
Signature

Dec 21, 2005
Date

Total number of pages including this cover sheet, attachments, and document: 6

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M. Wayne Western
THORPE NORTH & WESTERN, LLP
P.O. BOX 1219
SANDY, UTAH 84091-1219

ASSIGNMENT

WHEREAS, we, **Jason G. Fewell**, resident of Madison, Alabama, whose postal mailing address is 111 Inland Bay Drive, Madison, Alabama 35758; **Majed Matar**, resident of Madison, Alabama, whose postal mailing address is 119 Tottenham, Madison, Alabama 35758; **Jennifer Rice**, resident of Grant, Alabama 35747, whose postal mailing address is 1060 Simpson Point Road, Grant, Alabama 35747; **Danny H. Lewis**, resident of Hartselle, Alabama, whose postal mailing address is 383 Wynn Wallace Road, Hartselle, Alabama 35640; and **Khursheed Anwer**, resident of Madison, Alabama, whose postal mailing address is 109 Tweed Drive, Madison, Alabama 35758 (hereinafter "Assignors") have invented a certain new and useful improvement in a COMBINATION OF IMMUNO GENE THERAPY & CHEMOTHERAPY FOR TREATMENT OF CANCER & HYPERPROLIFERATIVE DISEASES; which was filed on October 28, 2005 as THORPE NORTH & WESTERN, LLP Docket No. 24118.NP, and given U.S. Patent Application Serial No. 11/261,931; and

WHEREAS, EXPRESSION GENETICS, INC., a corporation, organized and existing under the laws of the State of Alabama, having a business address of 2215 Mock Avenue, Huntsville, Alabama 35801 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire

right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.


We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested

by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

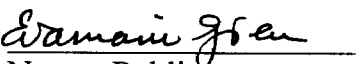
Executed this 18th day of NOVEMBER, 2005 at HUNTSVILLE, AL USA.



Jason Fewell

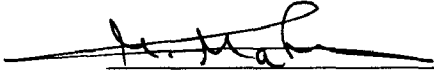
STATE OF ALABAMA)
 : ss
County of Madison)

Before me personally appeared Jason Fewell and acknowledged the foregoing instrument to be his free act and deed this 18 day of November, 2005.



Notary Public
My commission expires Oct 28, 2009

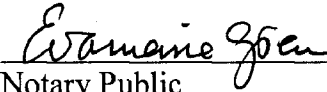
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Majed Matar

STATE OF ALABAMA)
 : ss
County of Madison)

Before me personally appeared Majed Matar and acknowledged the foregoing instrument to be his free act and deed this 18 day of November, 2005.



Notary Public
My commission expires Oct 28, 2009

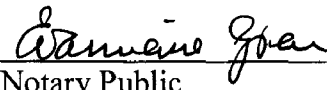
Executed this 18th day of November, 2005 at Huntsville, AL, USA.



Jennifer Rice

STATE OF ALABAMA)
 : ss
County of Madison)

Before me personally appeared Jennifer Rice and acknowledged the foregoing instrument to be her free act and deed this 18 day of November, 2005.



Notary Public
My commission expires Oct 28, 2009

