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To the Director of the United States Patent and Trademark Office: Please return the attached original documents or copy thereof.

3-6-06

1. Name of conveying party(ies):
Tonen Corporation

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

Name: **Tsuguo Mizuochi**

Internal Address: **3-9-103, Denenchofu-Minami,**

Ohta-ku, Tokyo

Japan

Street Address: **(Same as above)**

City: _____ State: _____ ZIP: _____

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **Executed JP Contract Of Assignment With English Translation Thereof**
Execution Date: **July 26, 1999**

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,759,572 which issued on June 2, 1998

Additional numbers attached? Yes No

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

Name: **Eugene Lieberstein**

Internal Address: **ANDERSON KILL & OLICK, PC**

03/09/2006 DBYRNE 00000162 011944 5759572

01 FC:8021 40.00 DA

Street Address: **1251 Avenue of the Americas**

42nd Floor

City: **New York** State: **NY** ZIP: **10020**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

01-1944

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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.

Eugene Lieberstein

Name of Person Signing

Signature

March **2**, 2006

Date

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

Mail documents to be recorded with required cover sheet information to:
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English Translation of
AGREEMENT

Masakazu Hatanaka (hereafter called "A"), Tsuguo Mizuochi (hereafter called "B") and Tonen Corp.(hereafter called "C") do hereby agree as mentioned below in relation to the assignment of the share of "C" of the Patent Right or the right of obtaining a patent (hereafter called "Patents") entitled "Liposome with Oligosaccharide on Surface".

(ASSIGNMENT OF RIGHT)

Art. 1 "C" do hereby assign their share of the below mentioned "Patents" that were filed with co-applicants, "A", "B" and "C" to "B"

(1) Japan

[Registration No.] 2828391

[Title of Invention] Liposome with Oligosaccharide on Surface

(2) U.S.A.

[Registration No.] 5759572

[Title of Invention] Liposomes the Surface of which is coated
with Oligosaccharides

(3) Germany, France, United Kingdom, Italy

[Application No.] 94931186.4

[Title of Invention] Liposomes the Surface of which is coated
with Oligosaccharides

(CONSIDERATION)

Art. 2 The consideration for the above assignment of "Patents" from "C" to "B" is gratis.

(DELIVERY OF DOCUMENTS)

Art. 3 "C" will deliver any and all documents necessary for prosecution of the transfer of the patent right with respect to Art. 1 (1) and (2) and for prosecution of the assignment of the right of obtaining a patent with respect to Art. 1 (3).

② "C" will bear any expenses incurred based on the said prosecution.

(MAINTANCE EXPENSE)

Art. 4 "C" will bear any and all expenses incurred to maintain the "Patents" mentioned in the Art. 1 only for one year from the date of the present agreement

(LOSING EFFECT)

Art. 5 According to the present agreement, the “agreement of co-patent application” between “A”, “B” and “C” on October 1, 1993 should be lost effect.

As proof, we make three original documents with seal, and have each retained one original.

Dated: July 26, 1999

“A” 35-203, Higashioji Takano Dai-3 Jutaku,
1-23, Higashihiraki-machi, Takano,
Sakyo-ku, Kyoto-shi, Kyoto
Masakazu Hatanaka (seal)

“B” 24-19-107, Okamoto 2-chome, Setagaya-ku,
Tokyo
Tsuguo Mizuochi (seal)

“C” 1-39, Hiro 1-chome, Shibuya-ku, Tokyo
Tonen Corp.
Representative: Hiroyuki Kuroda (seal)

合 意 書

平成 11 年 7 月 26 日

畑 中 正 一
水 落 次 男
東燃株式会社

合意書

畑中正一(以下「甲」という)、水落次男(以下「乙」という)及び東燃株式会社(以下「丙」という)は、オリゴ糖を表面に有するリボソームの特許権及び特許を受ける権利(以下両者を含めて特許権等という)の譲渡に関する丙の持分の譲渡につき以下の通り合意する。

(権利の譲渡)

第1条 丙は、甲乙及び丙で共同出願している以下の特許権等に関する丙の持分を乙に譲渡する。

(1) 日本【登録番号】 2828391

【発明の名称】 オリゴ糖を表面に有するリボソーム

(2) 米国【登録番号】 5759572

【発明の名称】 Liposomes the surface of which is coated with oligosaccharides

(3) ドイツ、フランス、イギリス、イタリア

【出願番号】 94931186.4

【発明の名称】 Liposomes the surface of which is coated with oligosaccharides

(対価)

第2条 丙の乙への前条各号に規定する特許権等の譲渡の対価は無償とする。

(書類の交付等)

第3条 丙は、第1条(1)、(2)の特許権の移転登録手続に必要な一切の書類、第1条(3)の特許を受ける権利の譲渡手続に必要な書類を乙に交付する。

②前項に関する手続費用その他一切の費用は丙の負担とする。

(維持費用)

第4条 丙は、本合意書締結日から1年間に限り第1条に記載する特許権等の維持に係わる費用を負担するものとする。

(失効)

第5条 本合意書締結に伴ない、甲乙丙の間で平成5年10月1日に締結した「特許共同出願契約」は失効させるものとする。

本合意書締結の証として、本書3通を作成し、甲乙丙記名押印の上、各1通を保有する。

平成11年7月26日

甲 京都府京都市左京区高野東開町 1-23
東大路高野第三住宅 35-203
畑中 正一 

乙 東京都世田谷区岡本 2-24-19-107
水落 次男 

丙 東京都渋谷区広尾一丁目1番39号
東燃株式会社
新事業開発部長 黒田 博 