PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Ronald M. Evans	05/01/1998

RECEIVING PARTY DATA

Name:	Howard Hughes Medical Institute
Street Address:	4000 Jones Bridge Road
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815-6789

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09042488

CORRESPONDENCE DATA

Fax Number: (858)792-6773

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-847-6700

Email: ptomailsandiegonorth@foley.com

Correspondent Name: Stephen E. Reiter
Address Line 1: Foley & Lardner, LLP

Address Line 2: 11250 El Camino Real, Suite 200
Address Line 4: San Diego, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER: 088802-8752 (SALK1520-2)

NAME OF SUBMITTER: Stephen E. Reiter

Total Attachments: 4

source=SALK1520-2 ASN EVANS-HHMI#page1.tif source=SALK1520-2 ASN EVANS-HHMI#page2.tif source=SALK1520-2 ASN EVANS-HHMI#page3.tif

PATENT REEL: 017662 FRAME: 0495

500107473

source=SALK1520-2 ASN EVANS-HHMI#page4.tif

FORM PTO-1595 (modified)	U.S. DEPARTMENT OF COMME	<u> </u>
(Rev 6-93) RECORDATION FO		
M	S ONLY	
To the Director of the United States Patent and Trademark Office		 Σf.
Name of conveying party(ies):	Name and address of receiving party(ies):	
	3,	
Ronald M. Evans		
	Howard Hughes Medical Institute 4000 Jones Bridge Road Chevy Chase, MD 20815-6789	
Additional conveying party(ies)		
Nature of conveyance;		
ASSIGNMENT Execution Date:		. 1.1
05/01/1998	Additional name(s) & address(es) attached? NO	
Application number(s) or patent number(s):		
If this is being filed together with a new application, the exe	cution date of the application is:	
A. Patent Application Number(s):	B. Patent Number(s):	
09/042,488	6,723,531 B2	
Additional numbe	ers attached? NO	
5. Name and address of party to whom correspondence	6. Total number of applications/patents involved: 1	
concerning document should be mailed:	7. Total fee (37 C.F.R. § 3.41): \$40.00	
	<u> </u>	
Stephen E. Reiter	Check Enclosed	
FOLEY & LARDNER LLP P.O. Box 80278	X Authorized to be charged to credit card Authorized to be charged to deposit account	
San Diego, California 92138-0278	8. Payment Information	
	a. Credit Card Last 4 Numbers 2493 Expiration Date 11/30/2008	
	b. Deposit account number 50-0872 Authorized User Name	
DO NOT USE	THIS SPACE	
9. Statement and signature: To the best of my knowledge and belief, the foregoing copy of the original document. The Commissioner is hereby as be required in this matter to the above-identified deposit accou	information is true and correct and any attached copy is a uthorized to charge any additional recordation fees which r	true may
Stephen E. Reiter	S E - 5/23/01	
Registration No. 31,192	Comments and	XXXXIII XXXIII XXXI
Name of person signing	Signature Date	
	•	

<u>ASSIGNMENT</u>

Assignment made <u>May /</u>, 1998, by RONALD M. EVANS, Ph.D. ("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 Statement of 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 "METHOD FOR MODULATING EXPRESSION OF EXOGENOUS GENES IN MAMMALIAN SYSTEMS, AND PRODUCTS RELATED THERETO" (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,

- 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 patent application entitled "products useful for modulating expressing of exogenous genes in mammalian systems" filed in the United States Patent and Trademark Office on November 19, 1997, with serial number 08/974,530, 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 any such Invention.
- 3. <u>Parties</u>. 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 the 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: RONALD M. #VANS, Ph.D.
RONALD M. EVANS, Ph.D.

STATE OF CALIFORNIA) ss COUNTY OF SAN DIEGO)

On May 1 1998, before me, CONSTANCE MUELLER, Notary Public, personally appeared RONALD M. EVANS, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CONSTANCE MUELLER COMM. 9 1076443 MOTANY PLANS - DARFORM MAY DESCRIPTIVE MY COMB. Epires Dec. 14, 1999

RECORDED: 05/23/2006

Notary Public in and/or said County and State

PATENT

REEL: 017662 FRAME: 0500