

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)
South Carolina Department of Natural Resources

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

2. Name and address of receiving party(ies)
Name: MUSC Foundation for Research Development
Internal Address: _____
Street Address: 261 Calhoun Street, Suite 305
City: Charleston
State: SC
Country: USA Zip: 29425

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) At least as early as February 23, 2005

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)
60/484,531 10/883,009
60/498,603
60/505,714
60/564,295

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: _____
Internal Address: Jenkins, Wilson, Taylor & Hunt, P.A.
Street Address: 3100 Tower Boulevard-Suite 1200
University Tower
City: Durham
State: NC Zip: 27707
Phone Number: 001-919 493-8000
Fax Number: 001-919 419-0383
Email Address: _____

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$200.00

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 50-0426
Authorized User Name _____

9. Signature: Arles A. Taylor, Jr. 06/28/2006
Signature Date

Arles A. Taylor, Jr.
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

GH \$200.00 500426 60484531

SCDNR TO FOUNDATION ASSIGNMENT

WHEREAS, South Carolina Department of Natural Resources, having a place of business at P.O. Box 167, Columbia, SC 29202, (hereinafter termed "Assignor"), owns the entire right, title, and interest in the inventions described below (hereinafter "Said Inventions,")

"USE OF DOUBLE STRANDED RNA GENETIC INTERFERENCE FOR DISEASE CONTROL IN INVERTEBRATES" for which a Provisional Patent Application was filed on July 2, 2003, Serial No. 60/484,531; "METHODS AND COMPOSITIONS FOR INDUCING NON-SPECIFIC AND SPECIFIC IMMUNE RESPONSE IN CRUSTACEANS AND OTHER INVERTEBRATES" for which a Provisional Patent Application was filed on August 29, 2003, Serial No. 60/498,603; "METHODS AND COMPOSITIONS FOR INDUCING NON-SPECIFIC AND SPECIFIC IMMUNE RESPONSES IN CRUSTACEANS AND OTHER INVERTEBRATES" for which a Provisional Patent Application was filed on September 25, 2003, Serial No. 60/505,714; METHODS AND COMPOSITIONS FOR INDUCING NON-SPECIFIC AND SPECIFIC IMMUNE RESPONSES IN CRUSTACEANS AND OTHER INVERTEBRATES" for which a Provisional Patent Application was filed on April 22, 2004, Serial No. 60/564,295; and "DSRNA INDUCED SPECIFIC AND NON-SPECIFIC IMMUNITY IN CRUSTACEANS AND OTHER INVERTEBRATES AND BIODELIVERY VEHICLES FOR USE THEREIN" for which a U.S. Utility Patent Application was filed on July 2, 2004, Serial No. 10/883,009; and

WHEREAS, on September 30, 2003 in accordance with Budget Proviso 24.21 of 2003 the Budget and Control Board gave approval to South Carolina Department of Natural Resources to sell or license its interest in intellectual property; and

WHEREAS, MUSC Foundation for Research Development, having a place of business at 261 Calhoun St., Suite 305, Charleston, SC 29425, (hereinafter termed "Assignee"), is desirous of acquiring the Assignor's right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries, and

WHEREAS, Said Inventions are the subject of an Inter-Institutional Agreement dated April 15, 2003 between the parties hereto which requires the assignment by Assignor of the Said Inventions to the Assignee in consideration of certain conditions and promises of Assignee.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received from said Assignee, including the obligations of Assignee to Assignor contained in the Inter-Institutional Agreement between the Assignor and Assignee dated April 15, 2003:

1. Said Assignor does hereby, subject to the rights of the United States Government, if any, pursuant to 35 U.S.C. § 200 et seq., sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any

application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefore and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. In the event that the Inter-Institutional Agreement between the parties dated April 15, 2003 is terminated, Assignee shall, if so required by the terms of that Agreement, transfer in full the rights conveyed in this Assignment back to Assignor or Assignor's designee, subject to any rights of third parties, including license rights, prior sales or other dispositions existing at the time of termination of the Agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee this ____ day of _____, 200_.

MUSC FOUNDATION FOR RESEARCH DEVELOPMENT

By: [Signature]

Title: Exec. Director

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

By: [Signature]

Title: Deputy Director for Mining Resources