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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dennis Cvitkovitch	09/22/2004
Celine Levesque	09/22/2004
Cathy Yi-Chen Huang	09/22/2004

RECEIVING PARTY DATA

Name:	The Governing Council of the University of Toronto
Street Address:	27 King's College Circle
Internal Address:	Simcoe Hall, Room 133S
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5S 1A1

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6923962

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Houston, TEXAS 77253-3267 Address Line 4:

ATTORNEY DOCKET NUMBER: 2224-01301

NAME OF SUBMITTER: Carol G. Mintz

Total Attachments: 14

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University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH AND ASSOCIATE PROVOST

ASSIGNMENT OF RIGHTS TO THE UNIVERSITY OF TORONTO BY THE INVENTOR

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged Dennis Cvitkovitch, Celine Lovesque and Cathy Yi-Chen Huang, and their heirs, executors, administrators and assigns (collectively the "Assignor") and The Governing Council of the University of Toronto, its successors and assigns (collectively the "Assignee") covenant and agree as follows:

- 1. As used in this Assignment, "Net Revenues" shall mean the royalty, licensing and other revenue received by the Assignee from all rights held by the Assignee in the invention entitled "CSP Peptide Analogues" as described in Appendix A annexed hereto (the "Invention") less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- 2. The Assignor hereby assigns to the Assignee all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Assignor now has or may in the future have in the Invention including without limitation the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the invention or the rights thereto.
- In consideration of the rights granted the Assignee pursuant to this Assignment, the Assignee agrees to pay the Assignor 75% of Net Revenues.
- 4. If an arrangement for commercialization of the Invention is made which provides consideration to the Assignee other than cash, the parties will share the proceeds of such non-cash consideration in the same proportion as provided in paragraph 3.
- 5. Any money to be paid by the Assignee pursuant to this Assignment shall be paid to the Assignor annually on or before the thirtieth day following the anniversary of the execution of this Assignment accompanied by a statement of the Net Revenues received by the Assignee during the previous twelve months.
- 6. The Assignor agrees to make full and complete disclosure of the Invention to the Assignee, and shall make available to the Assignee any physical embodiments of the Inventions and other data that will be or that may be useful to the Assignee in exercising its rights in the Invention.

.../2

- 7. The Assignor agrees to execute, acknowledge and deliver all such further assurances and to do all such acts as may be necessary to carry out the intent and purpose of this Agreement, including without limitation, to execute powers of attorney and other documents required to maintain intellectual property protection of the invention, and to review and provide comments with respect to such intellectual property protection when requested by the Assignee.
- 8. The Assignee agrees to indemnify and save the Assignor harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the Invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Assignor in connection therewith, except to the extent caused by the Assignor's breach of any of the Assignor's obligations herein or of any representations or warranties given by the Assignor in the Disclosure.
- 9. Save and except for the right to enforce the terms contained in this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.
- 10. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument. For the purposes of this Agreement, the signature of any party hereto evidenced by a telecopy showing such signature shall constitute conclusive proof for all purposes of the signature of such party to this Agreement.

This Assignment is made effective the 22nd day of September, 2004.

Witness

Inventor(s)

Dennis Cvitkovitch

Celine Levesque

Cathy Yi-Chen Huang

The Governing Council of the University of Toronto

John R.G. Challis, F.R.S.C.

Vice-President, Research and Associate Provost

Louis R. Charpentier

Secretary

PATENT

UNIVERSITY OF TORONTO INVENTIONS POLICY CONFIDENTIAL INTELLECTUAL PROPERTY DISCLOSURE

Office of the Vice-President - Research and International Relations 27 King's College Circle, Room 133-S

Tel	: {4	16)	978-	7833

Fax: (416) 978-5821 email: monique.mcnaughton@utoronto.ca

1. Title:

CSF Peptide Analogues

2. a) University of Toronto Inventors/Major Contributors:

SURNAME, GIVEN NAMES	UNIVERSITY PERSONNEL NO.	DEPARTMENT (UST ANY CROSS APPOINTMENTS OR AFFILIATED INSTITUTIONS)	AFFILIATION WITH UNIVERSITY (I.e. feculty, rea. assoc., push-doc. student, staff, visitor, etc.)	CURRENT ADDRESS, PHONE, FAX, EMAIL
Cvitkovitch, Dennis Gerard	00991195	Dental Research Institute and Institute of Biomaterials and Bioengineering	Associate Professor	Faculty of Dentistry University of Toronto Rm 449A 124 Edward St. Toronto, ON, Canada M5G 1G6 E-mail: dennis cvitkovitch@u toronto.ca Tel.: 416-979-4917 ext. 4592 Fax: 416-979-4936
Levesque, Celine	122001498	Oral Microbiology	Post-doc	Faculty of Dentistry University of Toronto Rm 442 124 Edward St. Toronto, ON, Canada M5G 1G6 E-mail: celine.levesque@utoro nto.ca Tel.: 416-979-4929 ext. 4511 Fax: 416-979-4936
Huang, Cathy Yi-Chen	981885690	Graduate department of Dentistry	Graduate student (M.Sc. candidate)	Faculty of Dentistry University of Toronto Rm 454 124 Edward St. Toronto, ON, Canada M5G 1G6 E-mail: cathy huang@utoronto ca Tel.: 416-979-4929 ext. 4654 Fax: 416-979-4936

DATE RECEIVED:	AUG 2 5 2004	DISCLOSURE REFERENCE NO.:	R151211
	(For Re	sparch Services use only)	
		At many and a second se	

2. b) External Inventors/Major Contributors:

(Please provide names and affiliations of non-University of Toronto Individuals who have made a creative contribution to this Intellectual Property, i.e. sponsor employees, academic collaborators, etc.)

None

3. Description:

(Please highlight the novelty or patentable aspects of this Intellectual Property; attach a separate sheet if necessary)

The peptides described in the attached Table 1 have demonstrated in vitro activity against several properties that contribute to the ability of Streptococcus mutans to cause caries.

For more information on University of Toronto intellectual property policies, please call 416-978-7833 or access http://www.library.utoronto.ca/techtran/.

For information on commercialization, patentability, protection costs, and time constraints when publication is contemplated, please call the innovations Foundation at 416-978-5117.

How was the work leading to this intellectual Property funded? i.e. salaries, equipment used, supplies atc.

SPONSOR	GRANT OR CONTRACT FUND #	INTELLECTUAL PROPERTY TERMS & CONDITIONS
National Institutes of Health	5R01DE013230-05	As per NIH Guidelines

5. Where did the work leading to this intellectual Property take place?

University of Toronto Faculty of Dentistry, 124 Edward St. Toronto, ON.

is this intellectual Property subject to any software licence, material transfer, 6. confidentiality, non-disclosure, collaboration or other agreement, written or oral, not referenced in Section 4?

X NO YES (if "Yes", please provide details)

What are the potential applications and/or sources of revenue from this intellectual 7. Property?

The compounds have potential for anti-caries therapy.

8. Warranty:

> I/We, the Inventors/Contributors listed in Section 2(a), have read, understood and agree to all of the preceding and declare that all of the information provided in this disclosure is complete and correct. To the best of our knowledge, all persons who might legally make an ownership claim in this Intellectual Property are identified in Section 2(a) and 2(b).

Signature

Typed Name: Dennis Cvitkovitch

Typed Name: Celine Levesque

Signature

Typed Name:Yl-Chen Cathy Huang

Typed Name:

Date

For more information on University of Toronto Intellectual property policies, please call 416-978-7833 or access http://www.library.utoronto.ca/techtran/.

For information on commercialization processes and procedures please call the innovations Foundation at 416-978-5117.

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biofilm E2, B3) and G2, Effect of 5 $\mu \mathrm{g/ml}$ of peptides on competence, acid resistance S. mutans wild-type UA159. Peptides underlined (F1, H1, B2, affect two or three virulence factors in vitro. ŏ formation Table 1.

			Acid	Biofilm
aouanbac		competence	resistance	formation
SGSLSTFFRLFNRSFTQALGK	LGK	8.19E ⁻²	no effect	no effect
SGSLSTFFRLFNRSFTQALGK	GK	No effect	no effect	no effect
SGSLSTFFRLFNRSFTQALGK	滩	No effect	no effect	no effect
SGSLSTFFRLFNRSFTQALGK	M	No effect	no effect	no effect
SGELSTFFRLFNRSFTQALGK	يرا	No effect	no effect	
SGS&STFFRLFNRSFTQALGK		×9+	no effect	
SGSLATTFERLFNRSFTOALGK	Ų.	↓2 ×	no effect	no effect
SGSLSTFFRLFNRSFTQALOK		←3×	√growth	↓Diomass (36.7\$)
SGSLSTFFRLFNRSFTQAFGK		↓2 ×	no effect	biomass (24.44)
SGSLSTFFRLFNRSFTQALGK		√28,339×	\drowth	no effect
SGSLSTFFRLFNRSFT&ALGK			no effect	no effect
SGSLSTFFVLFNRSFTQALGK		↑414 ×	↓qrowth	no effect
SGSLSTFFALFNRSFTQALGK		₹8 ×	Agrowth	no effect
SGSLSTFFRLFNVSFTQALGK		₹91	no effect	no effect
SGSLSTFFRLFNASFTQALGK		×9→	Vorowth	Voicmass (38.9%)
SGSLSTFFRLFNRSFTQALGY		←3×	√growth	1
		+28×	no effect	1
SGSLSTFFVLFNVSFTQALGV		pu	nd	
SGTLSTFFRLFNRSFTQALON	1.00	×8>	no effect	Ablomage (34 4%)
LRSKGTONTARFFSFSLLFGS	-	pu	nd	nd

Description of the assays performed

1. Competence assay.

To determine if the peptides had any impact on the development of genetic competence, S. mutans UA159 wild-type cells were with 5% CO₂ for an hour. Each sample was divided into aliquots containing 1 µg of plasmid pDL289 and different concentrations of assayed for genetic transformation. Overnight cultures were diluted (1:20) with prewarmed THYE broth and incubated at 37°C in air peptides (0, 0.1, 0.5, 2, and 5 µg per ml). The cultures were incubated at 37°C in air with 5% CO₂ for 3 h, gently sonicated for 10 s to

disperse the streptococcal chains, and spread on THYE plates containing kanamycin at 500 µg per ml. Plates were incubated at 37°C The transformation efficiency is expressed as the percentage of the total number of transformants over the total number of recipient in air with 5% CO2 for 48 h. Total recipients cells were counted by spreading serial dilutions on THYE agar plates without antibiotic.

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2. Acid resistance assay.

5.5 broth containing different concentrations of peptides (0, 0.1, 0.5, 2, and 5 µg per ml) and added in the individual wells of a 100-The effect of peptides on acid tolerance was evaluated by assessment of growth in THYE at pH 7.5 and pH 5.5. Overnight S. mutans wild-type UA159 cells were diluted (1:20) with prewarmed THYE broth and incubated at 37°C in air with 5% CO2 until an optical density of approximately 0.4 at 600 nm was reached. A 20-fold dilution was made into 400 µl of either THYE pH 7.5 or THYE pH well Bioscreen C plate in triplicate. Wells without cells were used as blank controls. A Bioscreen microbiology reader (Labsystems, Finland) was employed to continuously grow cells and measure cell growth for 16 h at 37%.

3. Biofilm assay.

culture into 300 µl of semi-defined minimal medium (58 mM K2HPO4, 15 mM KH2PO4, 10 mM (NH4)2SO4, 35 mM NaCl, and 2 mM 0.1, 0.5, 2, and 5 µg per ml) in the individual wells of a 96-well microtiter plate. Wells without cells were used as blank controls. The microtiter plates were then incubated at 37°C in air with 5% CO2 for 16 h without agitation. After the incubation, the planktonic cells well polystyrene microtiter plates. The growth of the biofilm was initiated by inoculating 10 µl of an overnight S. mutans UA159 MgSO4•7H2O supplemented with filter-sterilized vitamins (0.04 mM nicotinic acid, 0.1 mM pyridoxine HCl, 0.01 mM pantothenic acid, 1 μΜ riboflavin, 0.3 μΜ thiamine HCl, 0.05 μΜ D-biotin), amino acids (4 mM L-glutamic acid, 1 mM L-arginine HCl, 1.3 mM L-cysteine HCl, 0.1 mM L-tryptophan), 0.2% casamino acids, and 20 mM glucose) containing different concentrations of peptides (0, To determine if biofilm formation was affected by the peptides, we performed a simple biofilm assay. Biofilms were developed in 96were carefully removed and the plates were air dried overnight. The plates were then stained with 0.01% (wt/vol) safranin for 10 min, rinsed with sterile distilled water and air dried. Biofilms were quantified by measuring the absorbance of stained biofilms at 490 nm with a microplate reader (model 3550; Bio-Rad Laboratories, Richmond, CA).



University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH AND ASSOCIATE PROVOST

ASSIGNMENT OF RIGHTS TO THE UNIVERSITY OF TORONTO BY THE INVENTOR

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged **Dennis** G. Cvitkovitch, Peter Chun Yu Lau and Yung-Hua Li, and their heirs, executors, administrators and assigns (collectively the "Assignor") and The Governing Council of the University of Toronto, its successors and assigns (collectively the "Assignee") covenant and agree as follows:

- 1. As used in this Assignment, "Net Revenues" shall mean the royalty, licensing and other revenue received by the Assignee from all rights held by the Assignee in the invention entitled "Inhibitors of Peptide-Mediated Virulence of Mutans Streptococci" as described in Appendix A annexed hereto (the "Invention") less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- 2. The Assignor hereby assigns to the Assignce all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Assignor now has or may in the future have in the Invention including without limitation the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the Invention or the rights thereto.
- In consideration of the rights granted the Assignee pursuant to this Assignment, the Assignee agrees to pay the Assignor 75% Net Revenues.
- 4. If an arrangement for commercialization of the Invention is made which provides consideration to the Assignee other than cash, the parties will share the proceeds of such non-cash consideration in the same proportion as provided in paragraph 3.
- 5. Any money to be paid by the Assignee pursuant to this Assignment shall be paid to the Assignor annually on or before the thirtieth day following the anniversary of the execution of this Assignment accompanied by a statement of the Net Revenues received by the Assignee during the previous twelve months.
- 6. The Assignor agrees to make full and complete disclosure of the Invention to the Assignce, and shall make available to the Assignce any physical embodiments of the Inventions and other data that will be or that may be useful to the Assignce in exercising its rights in the Invention.

.../2

Simcoe Hall, Room 133S, 27 King's College Circle, Toronto ON, M5S 1A1

★ 416.978.7833

416.978 5821

monique.monaughton@utoronto.ca

- 7. The Assignor agrees to execute, acknowledge and deliver all such further assurances and to do all such acts as may be necessary to carry out the intent and purpose of this Agreement, including without limitation, to execute powers of attorney and other documents required to maintain intellectual property protection of the invention, and to review and provide comments with respect to such intellectual property protection when requested by the Assignee.
- 8. The Assignee agrees to indemnify and save the Assignor harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Assignor in connection therewith, except to the extent caused by the Assignor's breach of any of the Assignor's obligations herein or of any representations or warranties given by the Assignor in the Disclosure.
- 9. Save and except for the right to enforce the terms contained in this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.
- 10. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument. For the purposes of this Agreement, the signature of any party hereto evidenced by a telecopy showing such signature shall constitute conclusive proof for all purposes of the signature of such party to this Agreement.

This Assignment is made effective April 1, 2000.

Witness

Inventor(a)

Dennis G. Cvitkovitch

Peter Chun Yu Lau

Tite Governing Council of the

Udiversity of Toronto

John R.G. Challis, F.R.S.C.

Vice-President, Research and Associate Provost



UNIVERSITY OF TORONTO CONFIDENTIAL INVENTION DISCLOSURE

Office of the Vice-President - Research and International Relations

27 King's College Circle, Room 133-5

Tel: (416) 978-7833 Fax: (416) 978-5821 email: monique.mcnaughton@utoronto.ca

Title of Invention

Inhibitors of peptide-mediated virulence of mutans streptococci.

inventors 2.

Surname, given names	UNIVERSITY PERSONNEL NO.	DEPARTMENT (LIST ANY CROSS APPOINTMENTS OR APPILIATED INSTITUTIONS)	AFHLIATION WITH UNIVERSITY (i.e. FACULTY, ASSOC., STUDENT, STAFF, VISITOR, etc.)	UNIVERSITY ADDRESS, PHONE, FAX, EMAIL
Cvitkovitch, pennis G.	000991195	Dental Research Institute	Faculty	Rm 449A 124 Edward St. Toronto, Ont M5G 1G6
Lau, Peter C.Y.	000994382	Dental Research Institute	Staff	Rm 449 124 Edward St. Toronto, Ont M50 106
Li, Yung Hua	001001925	<u>Dental</u> Research Institute	Staff	Rm 449 124 Edward St. Toronto, Ont M5G 1G6

Description of Invention 3.

(Please highlight the novelty/patentable aspect; attach more detailed description)

see Attached:

How was the research funded? 4.

	SPONSOR	GRANT OR CONTRACT FUND	INTELLECTUAL PROPERTY TERMS & CONDITIONS
Adr.	HOPIOTIES HISTORIAN	NIH # RO1 DE13230-01 U of T # 72014819	A per agreement
		<u> </u>	

		a # 1
DATE DECEIVED:	March 16, 2000	DISCLOSURE REFERENCE NO.: RIST, 604
DALLE REPORT AND	(For Research	ch Services use only)

5. Where was the research carried out? Faculty of Dentistry, University of Toronto Is the invention related to any Material Transfer, Confidentiality or Non-Disclosure Agreement? NO YES (If "Yes", please provide details) 7. Has the invention been publicly disclosed? Will it be soon? (Please give details) No 8. What are the potential application(s)? See attached 9. Warranty I/We have read, understood and agree to all of the preceeding and declare that all of the Information provided in this disclosure is complete and correct. To the best of our knowledge, all persons who might legally make an ownership claim on this invention are identified in Section 2. Typed Name: Dennis G. Cvitkovitch Typed Name: Peter Lau

For more information on University of Toronto Intellectual property policies, please call 978-7833 or access http://www.library.utoronto.ca/techtran/,

Signature

Typed Name:

For information on commercialization, patentability, protection costs, and time constraints when publication is contemplated, please call the Innovations Foundation at 978-5117.

viped Name:

Yung Hua Li

Date

Description of Invention:

The invention includes a group of molecules that inhibit the interaction of a 21 amino acid signal peptide with a histidine kinase-repsonse regulator that we have identified in *Streptococcus mutans*. The activation of this cell-membrane associated histidine kinase by an active signal peptide results in increased expression of virulence factors of *Streptococcus mutans*, the causitive agent of dental caries. Inhibitors of the interaction between the peptide and the receptor include peptides, antibodies or other chemical agents that disrupt this signal transduction pathway.

A molecule that specifically inhibits this cellular process can be administered to humans to limit the ability of *Streptococcus mutans* to initiate dental caries, or cause other infections including endocarditis. Inhibitors of this signal peptide may have beneficial roles when used as a prophylactic agent or when administered against acute or chronic infections.

The molecule has an advantage over current antimicrobial compounds in that its activity will be selective against the targeted organism, minimizing the likelihood that other species of organisms will acquire resistance to current protocols used for treatment of bacterial infections.

Schedule B

Patent Applications*

i)
"Signal Peptides Nucleic Acid Molecules Methods of Controlling Caries"
Inventors: Dennis Cvitkovitch; Peter C.Y. Lau; Yung Hua Li

Canadian Patent Application #2,302,861 filed April 10, 2000; Canadian Patent Application #2,332,733 filed February 20, 2001 United States Provisional Application # 60/269,949 filed February 20, 2001 (now converted) United States Patent Application # 09/833,017 filed April 10, 2001

and

"Signal Peptides Nucleic Acid Molecules Methods of Controlling Caries"
Inventors: Dennis Cvitkovitch; Celine Levesque; Cathy Yi-Chen Huang

United States Continuation-in-Part Patent Application # 11/005,636 filed December 6, 2004 United States Provisional application (# not yet assigned) filed December 6, 2004

* Such list of patent applications may be amended from time to time subject to the definition of Patents and Improvements herein.

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Schedule C

Milestones

	Timeframe
Milestones Signature of CSP analogs using standard	Within three (3)
Milestones In vitro assessment of anti biofilm potential of CSP analogs using standard microtiter plate assays that include actual colony counts of adherent	months of the
	execution of this
organisms.	Agreement
Initiation of in vitro assessment of stability of lead compounds in various preparations (ie. Mouthwash, dentifrice, food additive etc.).	Within six (6)
	months of the
	execution of this
	Agreement
Completion of in vitro assessment of stability of lead compounds in various preparations (ie. Mouthwash, dentifrice, food additive etc.). Selection of lead compounds. Initiation of an in vitro study to assess the in vitro anti-caries and anti-plaque capability of the lead compounds using an in vitro microbial-caries model. Completion of an in vitro study to assess the in vitro anti-caries and anti-plaque capability of the lead compounds using an in vitro microbial-caries model.	Within eighteen
	(18) months of
	the execution of
	this Agreement
	Within eighteen
	(18) months of
	the execution of
	this Agreement
	Within twenty-
	four (24) months
	of the execution
	of this Agreement
Initiation of an animal study to assess the <i>in vivo</i> anti-caries and anti-plaque capability of the lead compounds using one of three cstablished rat caries models.	Within twenty-
	four (24) months
	of the execution
	of this Agreement
Completion of animal studies to assess the <i>in vivo</i> anti-caries and anti-plaque capability of the lead compounds using one of three established rat caries models	Within thirty-six
	(36) months of
	the execution of
	this Agreement
Initiation of regulatory approval of Licensed Product by filing the necessar	Within thirty-six
Initiation of regulatory approval of Licensed Flodder of appropriate regulatory authorities i applications/documentation with the appropriate regulatory authorities i	(36) months of the
Canada and the United States.	execution of this
	Agreement

Page 21 of 21

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