

10-12-2006

Form PTO-1595 (Rev. 08/05)
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

FINANCE SECTION

1. Name of conveying party(ies):

Kenneth J. McCormack (9/25/2006) and
Christopher D. Raj (9/18/2006)

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

2. Name and address of receiving party(ies)

Name: VERTEX PHARMACEUTICALS

Internal Address: INCORPORATED

Street Address:

130 Waverly Street

City: Cambridge

State: Massachusetts

Country: United States of America Zip: 02139

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

- Assignment Merger Change of Name
- Security Agreement Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

A. Patent Application No.(s)
11/357,518

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Joseph A. Williams, Jr.
MARSHALL, GERSTEIN & BORUN LLP
Internal Address: Atty. Dkt.: 30852/40546A
Street Address: 233 S. Wacker Drive, Suite 6300
Sears Tower

City: Chicago
State: IL Zip: 60606-6357
Phone Number: (312) 474-6300
Fax Number: (312) 474-0448
Email Address:

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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 _____
Authorized User Name _____

9. Signature:

October 3, 2006
Date

Nabeela R. McMillian - 43,363
Name of Person Signing

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

11

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Dated: October 3, 2006

Signature: (Nabeela R. McMillian)

70.01.01

10/11/2006 BYRNE 00000104 11357518
01 FC:8021

40.00 OP

ASSIGNMENT

I/We,

(1) Kenneth J. McCormack, of Raleigh, NC; and

(2) Christopher D. Raj, of San Diego, CA;

for good and valuable consideration, receipt of which is hereby acknowledged, have assigned, sold and transferred to, and do hereby assign, sell and transfer to, Vertex Pharmaceuticals Incorporated, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an office and a place of business at 130 Waverly Street, Cambridge, MA 02139, its successors and assigns, all hereinafter referred to as the ASSIGNEE:

(1) the entire right, title and interest in the United States and in all countries throughout the world in and to any and all of my/our inventions, and discoveries disclosed in:

(a) the application for United States Letters Patent entitled: SODIUM CHANNEL PROTEIN TYPE III ALPHA-SUBUNIT SPLICE VARIANT, and filed in the United States Patent and Trademark Office on February 17, 2006, under Application Number 11/357,518, including any renewals, revivals, reissues, reexaminations, extensions, continuations, and divisions thereof, and any substitute applications therefor, and/or

(b) the International Patent Application entitled: SODIUM CHANNEL PROTEIN TYPE III ALPHA-SUBUNIT SPLICE VARIANT, filed under the Patent Cooperation Treaty in the United States Receiving Office on February 17, 2006 under Application No. PCT/US06/05602 and designating all countries, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof, and any substitute applications therefor;

(2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the election of the ASSIGNEE or its designee, on the aforesaid inventions, discoveries and applications in the United States and in any other country of the world;

(3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any other country of the world, and in and to any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof; and

(4) the entire right, title and interest in and to all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications including, but not limited to, the following priority application(s):

<u>60/654,019</u>	<u>United States</u>	<u>February 17, 2005</u>
<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>
<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>

and all rights of priority in any country of the world deriving from the above-identified International Patent Application.

I/We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I/We agree, at any time, upon the request of the ASSIGNEE to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries or applications, and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I/We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to

perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

Kenneth J. McCormack

(1) Kenneth J. McCormack

Date: 9/25/06

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness: John C. Reilly

Printed Name of Witness: John C. Reilly

this 25 day of September 2006
Date of signing

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness: David J. Kelley

Printed Name of Witness: David J. Kelley

this 25 day of Sept., 2006
Date of signing

(2) _____

Date: _____

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:

Printed Name of Witness: _____

this ____ day of _____.

Date of signing

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:

Printed Name of Witness: _____

this ____ day of _____.

Date of signing

ACKNOWLEDGMENT OF ASSIGNEE

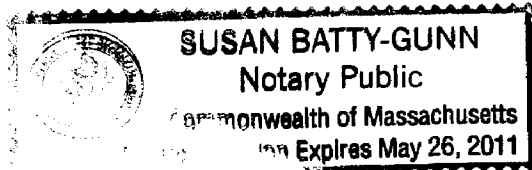
By: Stephen L. Nesbitt
Stephen L. Nesbitt
Chief Patent Counsel
VERTEX PHARMACEUTICALS INCORPORATED

Date: 2 Oct 2006

Commonwealth of Massachusetts
County of Middlesex

On this 2nd day of October, 2006, before me, the undersigned notary public, personally appeared Stephen Nesbitt (name of document signer), proved to me through satisfactory evidence of identification which was/were: personal knowledge of identity, a driver's license, other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Susan Batty-Gunn
Notary Public
My Commission Expires: 5/26/11



ASSIGNMENT

I/We,

(1) Kenneth J. McCormack, of Raleigh, NC; and

(2) Christopher D. Raj, of San Diego, CA;

for good and valuable consideration, receipt of which is hereby acknowledged, have assigned, sold and transferred to, and do hereby assign, sell and transfer to, Vertex Pharmaceuticals Incorporated, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an office and a place of business at 130 Waverly Street, Cambridge, MA 02139, its successors and assigns, all hereinafter referred to as the ASSIGNEE:

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(b) the International Patent Application entitled: SODIUM CHANNEL PROTEIN TYPE III ALPHA-SUBUNIT SPLICE VARIANT, filed under the Patent Cooperation Treaty in the United States Receiving Office on February 17, 2006 under Application No. PCT/US06/05602 and designating all countries, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof, and any substitute applications therefor;

(2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the election of the ASSIGNEE or its designee, on the aforesaid inventions, discoveries and applications in the United States and in any other country of the world;

(3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any other country of the world, and in and to any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof; and

(4) the entire right, title and interest in and to all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications including, but not limited to, the following priority application(s):

<u>60/654,019</u>	<u>United States</u>	<u>February 17, 2005</u>
<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>
<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>

and all rights of priority in any country of the world deriving from the above-identified International Patent Application.

I/We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I/We agree, at any time, upon the request of the ASSIGNEE to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries or applications, and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I/We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to

perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

(1) Kenneth J. McCormack

Date: _____

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness: _____

Printed Name of Witness: _____

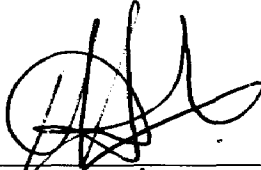
this ____ day of _____.
Date of signing

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:

Printed Name of Witness: _____

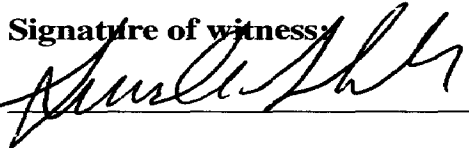
this ____ day of _____.
Date of signing



(2) Christopher D. Raj
Date: 9/18/2006

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:

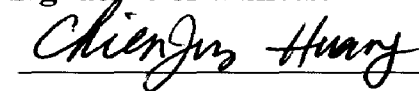


Printed Name of Witness: Sundeeep Shah

this 18 day of September
Date of signing

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:



Printed Name of Witness: Chien-Jung Huang

this 18 day of September
Date of signing

ACKNOWLEDGMENT OF ASSIGNEE

By: [Signature]
Stephen L. Nesbitt
Chief Patent Counsel
VERTEX PHARMACEUTICALS INCORPORATED

Date: 10/2/06

Commonwealth of Massachusetts
County of Middlesex

On this 2nd day of October, 2006, before me, the undersigned notary public, personally appeared Stephen Nesbitt (name of document signer), proved to me through satisfactory evidence of identification which was/were: personal knowledge of identity, a driver's license, other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Susan Batty-Gunn
Notary Public
My Commission Expires: 5/26/11

