

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
University of Virginia Patent Foundation	09/11/2006

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6159467

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Total Attachments: 3
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ASSIGNMENT

WHEREAS, as of September 11, 2006, (the "Effective Date"), the University of Virginia Patent Foundation, a non-profit organization having a place of business at 250 West Main Street, Suite 300, Charlottesville, Virginia 22902, (the "Assignor") possesses the right, title and interest for and in an invention entitled

In Vivo Suppression of Osteosarcoma Pulmonary Metastasis with Intravenous Osteocalcin Promoter-Based Toxic Gene Therapy

described in issued U.S. Patent No. 6,159,467 issued December 12, 2000; and

WHEREAS, Leland W.K. Chung, Chinghai Kao, Robert A. Sikes, Song-Chu Ko and Jun Cheon (collectively, the "Assignee") are desirous of acquiring Assignor's entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, (the "Invention"), and in and to said patent covering said Invention in the United States, its territories and possessions ("United States") and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, (the "Rights"), subject to the reservations of rights set forth below:



NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the aforesaid Invention and Rights in existence as of the Effective Date, except that Assignor reserves a perpetual and royalty free right for itself, the University of Virginia, the named inventors and their future not-for-profit employers to make and use the Invention, and to practice under the Rights for educational, research, and patient care and treatment purposes. In addition, Assignee hereby agrees not to use the Rights, or permit its further assignees and/or licensees to use the Rights, to block Assignor's licensees from commercializing future inventions made by the inventors or others at the University of Virginia. Furthermore, nothing herein shall be construed to affect or limit the pre-existing royalty-free rights required to be granted to the U.S. Government pursuant to 35 USC §§200-206 and to 37 CFR Part 401, should any such rights exist. This assignment is further subject to any pre-existing rights of, or obligations to, third parties or other research sponsor restrictions (e.g., non-exclusive licenses, royalty sharing obligations) which may attach as a result of non-Government sponsorship of research at UVA under which the Invention was made.



AND, the aforesaid assignment includes the Assignor's right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and

the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Should the Assignee receive compensation in any form for selling, assigning, transferring, or licensing the Rights, Assignee agrees to promptly reimburse Assignor for its out of pocket expenses, including attorney's fees, incurred to date for the prosecution of the Rights, but excluding costs for any provisional patent applications and only to the extent such expenses do not exceed the value of such compensation.

AND, Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said Invention, or resulting from any of said applications thereof, to Assignee.

AND, nothing herein shall be construed as an assignment of any rights of Assignor or the University of Virginia, other than the Rights. Assignee acknowledges that the assignment of the Rights provided hereunder does not include assignment of improvement inventions, related inventions, or other intellectual property or proprietary information that has been or is made by the inventors or others at the University of Virginia.

AND, Assignee hereby represents and warrants that, as of the Effective Date, Assignee has disclosed to UVAPP any and all (i) companies that Assignee is aware of which now have or previously had an interest in licensing or otherwise acquiring any of the Rights; (ii) start-up companies that Assignee has founded, is in the process of founding, or plans to found, and (iii) companies in which Assignee and/or immediate relatives of same owns or has the right to acquire equity (other than via an individual retirement account) that cumulatively exceeds 3% of the companies total equity, or exceeds a value of \$10,000. Assignee hereby agrees not to license or assign any of the Rights to any company falling within categories (i), (ii) or (iii) above which was not disclosed to Assignor on or before the Effective Date, as required above, unless Assignor has first consented to such license or assignment in writing. In the event that such consent is necessary, or in the event of a breach of any warranty herein by Assignee, Assignor may require Assignee, as a condition of such consent, to make payments to Assignor in the same manner as such company would have reasonably made to Assignor if this Assignment had not been made, and such license or assignment to such company had been made by Assignor.

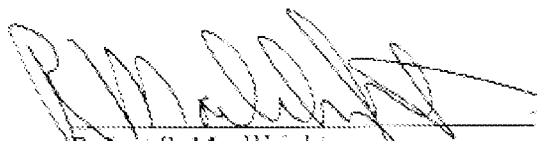
HOWEVER, Assignee acknowledges that Assignee has requested permission of the U.S. Government for this Assignment pursuant to 35 USC §202(d); and Assignee hereby agrees that if such permission is granted, Assignee shall comply with the conditions set forth in 37 CFR 401.9. Assignee further agrees that if such permission is denied, Assignee shall take whatever action is necessary to comply with the Government's requirements, including without limitations assignment of the Rights to the U.S. Government if so ordered.

* * *



IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of
Representative for Assignor:



Representative's Title:

Robert S. MacWright
Executive Director and CEO
University of Virginia Patent Foundation

Signature of
Representative for Assignee:

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Representative's Name:

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Date:

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