

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ernest Hamel	03/29/2007
Research Corporation Technologies, Inc.	03/29/2007
RECEIVING PARTY DATA	
Name:	The United States of America as represented by the Secretary of the Department of Health and Human Services
Street Address:	6011 Executive Boulevard
Internal Address:	National Institutes of Health, Office of Technology Transfer, Suite 325
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20852
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5430062
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Sheree Lynn Rybak, Ph.D.

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Total Attachments: 6

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**PATENT
 REEL: 019094 FRAME: 0315**

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ASSIGNMENT

Pursuant to the AGREEMENT made as of January 18, 2007, particularly Paragraph 1 of the AGREEMENT (Revocation of HAMEL Assignment to RCT and Reassignment by HAMEL and RCT to THE GOVERNMENT), this Assignment is by **Ernest Hamel**, of Bethesda, Maryland, a citizen of The United States of America (HAMEL) and **Research Corporation Technologies, Inc.** (RCT), a Delaware nonprofit corporation having offices at 101 N. Wilmot Road, Suite 600, Tucson, Arizona 85711 to the **United States of America as represented by the Secretary of the Department of Health and Human Services** (THE GOVERNMENT), having offices at National Institutes of Health, Office of Technology Transfer, Suite 325, 6011 Executive Boulevard, Rockville, Maryland 20852.

WHEREAS, HAMEL was an employee of THE GOVERNMENT during the time when he contributed to the invention disclosed in United States Patent No. 5,430,062 issued on July 4, 1995 entitled STILBENE DERIVATIVES AS ANTICANCER AGENTS (THE INVENTION), during the time when he contributed to THE INVENTION he was under an obligation to assign those rights to THE GOVERNMENT, and the conditions under which THE INVENTION was made are such as to entitle THE GOVERNMENT to HAMEL'S undivided right, title, and interest therein, both domestic and foreign (collectively, THE PATENT RIGHTS);

WHEREAS, HAMEL previously executed an assignment of the invention on June 18, 1993, to RCT, which assignment was recorded at Reel 006691, Frames 0663-0666 in the United States Patent and Trademark Office on June 23, 1993 (hereinafter THE 1993 ASSIGNMENT);

WHEREAS, it subsequently came to the attention of HAMEL and RCT that at the time HAMEL executed THE 1993 ASSIGNMENT, he was under an obligation to instead assign THE INVENTION and THE PATENT RIGHTS to THE GOVERNMENT, and now both desire for all of HAMEL'S rights in THE INVENTION and THE PATENT RIGHTS to be owned by THE GOVERNMENT;

WHEREAS HAMEL and RCT desire to clarify ownership of the rights of HAMEL and RCT in THE INVENTION and THE PATENT RIGHTS;

NOW THEREFORE, for valuable consideration, the sufficiency of which is acknowledged:

1. HAMEL hereby revokes from RCT any prior assignments of any of his rights in THE INVENTION and THE PATENT RIGHTS.
2. RCT hereby authorizes HAMEL's revocation of his previous assignment of THE INVENTION and THE PATENT RIGHT to RCT.
3. HAMEL authorizes and requests that THE GOVERNMENT be the assignee of his entire right, title, and interest to be held as fully and entirely as the same would have been held by HAMEL had no assignment been made, of THE INVENTION (including United States

Patent No. 5,430,062 issued on July 4, 1995) and THE PATENT RIGHTS.

4. HAMEL hereby has assigned and transferred and does assign and transfer to THE GOVERNMENT, and its successors and assigns, his full and exclusive right, title, and interest in THE INVENTION and THE PATENT RIGHTS throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent granted or that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent application as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law. This assignment includes an assignment of claims for past damages by reason of past infringement of THE INVENTION and THE PATENT RIGHTS, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or legal representatives.

5. To the extent that RCT had or has any rights or interest in THE INVENTION (including any rights in the referenced patent or patent application) or THE PATENT RIGHTS that it obtained from HAMEL, RCT hereby has assigned and transferred and does assign and transfer to THE GOVERNMENT, and its successors and assigns, all such rights and interests in THE INVENTION and THE PATENT RIGHTS throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all rights and interests that would have inured to RCT through its ownership of HAMEL's rights and interests in any Letters Patent that is or may be granted on THE INVENTION and THE PATENT RIGHTS in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent application as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

6. HAMEL and RCT also agree that, upon request and without further compensation, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the patent rights for THE INVENTION and THE PATENT RIGHTS in the United States and throughout the world. HAMEL and RCT also agree that, upon request and without further compensation, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for perfecting, recording, or maintaining the title of THE GOVERNMENT, its successors and assigns, to HAMEL'S assignment of his patent rights in THE INVENTION to THE GOVERNMENT, and its rights in any Letters Patent granted for THE INVENTION or THE PATENT RIGHTS in the United States and throughout the world.

7. HAMEL and RCT grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

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