

# **Recordation Form Cover Sheet** **PATENTS ONLY**

**Attorney's Docket No. 1026350-000039**

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):**  
JAPAN SOCIETY FOR THE PROMOTION OF SCIENCE

**2. Name and address of receiving party(ies):**  
GAKKOU HOJIN KITASATO GAKUEN  
9-1, Shirogane 5-chome,  
Minato-ku, Tokyo 108-8641 Japan

**3. Nature of Conveyance/Execution Date(s):**  
Execution Date(s): April 25, 2007

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Assignment         | <input type="checkbox"/> Executive Order 9424 Confirmatory License |
| <input type="checkbox"/> Security Agreement            | <input type="checkbox"/> Merger                                    |
| <input type="checkbox"/> Joint Research Agreement      | <input type="checkbox"/> Change of Name                            |
| <input type="checkbox"/> Government Interest Agreement |  |
| <input type="checkbox"/> Other: _____                  |  |

**4. Application or patent number(s):**

A. Patent Application No.(s)

B. Patent No.(s)

6,482,412

☐ This document is being filed together with a new application.

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

Name: Robert G. Mukai  
Address: Buchanan Ingersoll & Rooney PC  
Customer Number 21839  
P.O. Box 1404  
Alexandria, VA 22313-1404

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- ☒ Authorized to be charged by credit card. PTO Form 2038 attached.
- ☐ Authorized to be charged to deposit account 02-4800
- ☐ Enclosed.
- ☐ None required (gov't interest not affecting title)

**8.**

Signature:

Robert G. Mukai

Signature

28531

Reg. No.

May 9, 2007

Date

Robert G. Mukai  
Name of Person Signing

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

2

# ASSIGNMENT

THIS ASSIGNMENT, by **JAPAN SOCIETY FOR THE PROMOTION OF SCIENCE**, a corporation of Japan having its principal place of business at 3-1, Koujimachi 5-chome, Chiyoda-ku, Tokyo 102-8471 Japan (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is the co-owner of certain new and useful improvements set forth in U.S. Patent No. 6,482,412, entitled POLYPEPTIDE HAVING HUMAN HIV INHIBITORY ACTIVITY, A GENE ENCODING THE POLYPEPTIDE, A METHOD TO PRODUCE THE POLYPEPTIDE, by Assignment recorded in the U.S. Patent and Trademark Office on Reel 011451/frame 0801; and

WHEREAS, GAKKOU HOUJIN KITASATO GAKUEN, a corporation duly organized under and pursuant to the laws of Japan and having its principal place of business at 9-1, Shirogane 5-chome, Minato-ku, Tokyo 108-8641 Japan (hereinafter referred to as "the Assignee"), is the other co-owner of U.S. Patent No. 6,482,412 and is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to U.S. Patent No. 6,482,412 (hereafter referred to as said patent).

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns Assignor's entire right, title, and interest in and to said patent, and reissues and extensions of said patent, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which said patent would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a joint and lawful co-owner of the entire right, title, and interest in and to said patent, and that the same are unencumbered to the best of Assignor's knowledge, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said patent, or any reissue or extension of said patent, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the maintenance, enforcement, and defense of said patent, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

JAPAN SOCIETY FOR THE PROMOTION OF SCIENCE

Date: April 25, 2007

By: 

Motoyuki ONO

Title: President