

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release and Assign from Assignor to Assignee
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Emory University	09/24/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Dr. Betty C. Villafuerte
<b>Street Address:</b>	3611 Brownsboro Rd. #5A
<b>City:</b>	Louisville
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40207
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10310002
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)591-0278
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(650)6109136
<b>Email:</b>	mingsaun@aol.com
<b>Correspondent Name:</b>	Hsiu-Ming Saunders
<b>Address Line 1:</b>	299 Old County Road, Suite 28
<b>Address Line 4:</b>	San Carlos, CALIFORNIA 94070
<b>ATTORNEY DOCKET NUMBER:</b>	10002-00010
<b>NAME OF SUBMITTER:</b>	Hsiu-Ming Saunders
<b>Total Attachments: 3</b> source=legal_doc_patent_right_support#page1.tif source=legal_doc_patent_right_support#page2.tif source=legal_doc_patent_right_support#page3.tif	

OP \$40.00 10310002

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**PATENT**  
**REEL: 020059 FRAME: 0914**



EMORY  
UNIVERSITY

Office of Technology Transfer  
1784 North Decatur Road, Suite 130  
Atlanta, GA 30322  
Tel: 404-727-2211  
Fax: 404-727-1271

September 16, 2007

Betty C. Villafuerte, M.D.  
Assistant Professor of Medicine  
University of Louisville  
Department of Medicine, Division of Endocrinology and Metabolism  
570 South Preston Street  
Louisville, KY 40202-1792

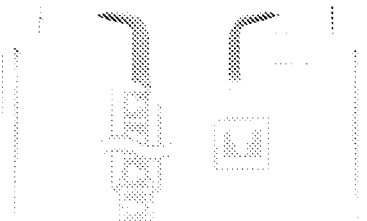
RE: Emory University Invention Disclosure No. 98030  
"Insulin-Responsive Sequence DNA Binding Protein-1 (IRSBP-1)"  
European Patent No: 00976787.2  
Entitled: "Insulin-Responsive Sequence DNA Binding Protein-1 (IRSDBP-1), Gene  
Encoding it and Uses Thereof"

Emory University Invention Disclosure No. 02029  
"Regulation of Glucose Metabolism by Interaction of IRSDBP-1 (Sensitin) With  
Thiozolidinedione and Derivatives Therefore"  
U.S. Patent Application No. 10/310,002  
European Patent Application No. 02794127.7  
Entitled "Insulin-responsive DNA Binding Protein-1 and Methods to Regulate Insulin-  
Responsive Genes"

Dear Dr. Villafuerte:

This Letter (so called herein) is to release and to assign Emory University's ("Emory") ownership rights and interest in and to the above-identified Intellectual Property (hereinafter "IP") to you subject to the following terms:

- 1) This release is effective only upon the receipt and acknowledgement by Emory's Vice President for Research Administration and the Office of Technology Transfer of this Letter executed by you. The effective date of this Letter is the Approval Date (so called herein) by Emory's Vice President for Research Administration as set forth on the signature page hereof.
- 2) The IP released and assigned herein is subject to the rights of any third parties such as sponsors and will be limited solely to non-obvious and novel inventions fully disclosed and enabled in the above identified Patents, Disclosures or Patent Applications and to which you have sole inventorship claims and rights.
- 3) The release granted herein is expressly conditional upon and subject to the following:
  - a) You will reimburse Emory or cause Emory to be reimbursed for all fees and expenses incurred by Emory in seeking patent protection for the IP. The schedule for reimbursing Emory shall be as



PATENT  
REEL: 020059 FRAME: 0915

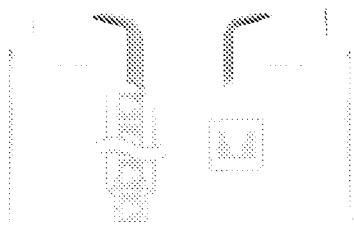
follows:

You will pay Emory 50% of any revenues you receive from Commercializing the IP, within sixty (60) days of your receipt, on an ongoing basis until Emory has been fully reimbursed for the full amount. "Commercializing" is defined herein as the granting of rights to the IP to a third party through the sale, transfer, assignment or licensing of the IP;

- b) You agree to be financially responsible for any patent prosecution costs incurred subsequent to the Approval Date of this Letter.
- 4) You agree to assume all liability for damages that may arise from your practicing or Commercializing the IP. Emory shall not be liable to you or any licensee, assignee or affiliate of yours for any loss, claim, or demand made by any party, due to or arising from your (or your licensee, assignee, affiliate practicing or Commercializing the IP. You shall or cause your licensee, assignee or affiliate (collectively referred to herein as "You") to protect, defend, indemnify and hold Emory, its employees, officers, trustees, attorneys and agents, and each of them (the "Indemnified Parties") harmless from and against all liability, claims, actions, litigation, judgments, penalties (including, but not limited to, penalties imposed by any governmental agency or tax authority), suits, costs (including, but not limited to, administrative costs and costs of investigation), and/or expenses (including, but not limited to, reasonable attorneys' fees and costs and expenses of defense), incurred by the Indemnified Parties arising out of, resulting from, or in any way connected with, Your breach or non-performance of any of the terms of this Letter, the design, manufacture, and sale of products or services derived from or based on the IP, any breach or alleged breach of a warranty relating thereto, the use of biological materials in connection with the development or sale of products or services derived from or based on the IP, or any negligence or willful misconduct by You that occurs.
- 5) The release and assignment of rights granted herein is conditional upon and subject to a right and royalty free license retained by Emory on behalf of itself and Emory research collaborators to make, use and transfer the IP identified above for research, clinical, educational, and publication purposes only. Further, if the IP resulted in whole or in part from work performed under funding from the Federal Government, the release and assignment of rights granted herein is conditional upon Emory obtaining prior approval from the funding Federal agency to assign such rights.
- 6) This release and assignment of rights and interest shall be governed by and interpreted in accordance with the laws of the State of Georgia.

If you agree to the terms and conditions listed above, please return two (2) signed copies of this letter to the Office of Technology Transfer.

[SIGNATURE PAGE FOLLOWS -- REMAINDER OF PAGE INTENTIONALLY BLANK]



I accept and agree to all terms in this Letter.

Signature: Betty C. Villafuerte  
By: Betty C. Villafuerte

Date: Sept. 18, 2007

Received and Acknowledged by the Office of Technology Transfer

Todd T. Sherer  
Todd T. Sherer  
Assistant Vice President for Research and  
Director, Office of Technology Transfer

Acknowledgement Date: 9-24-07

Approved by the Vice President for Research Administration

David L. Wynes  
David L. Wynes  
Vice President for Research Administration

Date: 9-24-07

REL08.002