er Sheet LY

U.S. PTO 11/984988 11/26/2007

Page 1 of 1

|   |   |  |   | LY   | 11/26/2007   |  |
|---|---|--|---|--|--|--|
|   |   | 10346606   | 24  | Attorn   | ney's Docket No. 1027550-000898                                  |  |
| To the Director of the U.S. Patent and Trademark Office: Please 1900. |   |  |   | shed documents or the new address(es) below.   |  |  |
| 1   |   |  | TED RAPA  | MYCIN DERI   | VATIVE AND 0-ALKYLATED   |  |
| 1.  |   |  | <del></del>   |  |  |  |
|   |   |  |   |  |  |  |
|   | 2. Masashi ISC  | DZAKI  |   |  |  |  |
| 2.  | Name and address of receiving party(ies):                                     |  |   |  |  |  |
|   |   |  |   |  |  |  |
|   | Shibuya-ku, Tokyo, Japan  |  |   |  |  |  |
| •   | N   | (ID  |   |  |  |  |
| 3.  | ·   |  |   |  |  |  |
|   | Execution Dat   | c(3). 1. 140 veilleer 20, 2007 un  | u 2. 1101011  | 1001 20, 2007  |  |  |
|   |   | nent   |   | Executive Orde   | er 9424 Confirmatory License                                     |  |
|   | Security Agreement  |  |   | Merger   |  |  |
|   | _   |  |   | Change of Nam  | ne   |  |
|   |   |  |   |  |  |  |
|   |   |  |   |  |  |  |
| 4.  |   |  |   | Dotont No. (o  | `  |  |
|   | A. Patent A   | application No.(s)   | E   | o. Fatent No.(s  | ,  |  |
|   | This document is being filed together with a new application.                 |  |   |  |  |  |
| 5.  | Name and address to whom correspondence concerning document should be mailed: |  |   |  |  |  |
|   |   |  |   |  |  |  |
|   |   |  | iey PC  |  |  |  |
|   |   | P.O. Box 1404  |   |  |  |  |
|   |   | Alexandria, Virginia 22313-  | 1404  |  |  |  |
| 6.  | Total number of applications and patents involved:                            |  |   |  |  |  |
| 7.  | Total fee (37 CFR 1.21(h) & 3.41) \$ 40                                       |  |   |  | ged by credit card. PTO Form 2038                                |  |
|   |   |  | Au Au   | thorized to be char  | ged to deposit account 02-4800                                   |  |
|   |   |  | L   |  | interest not offenting title)                                    |  |
| Q   |   | 1  | ∐ No.   | ne required (gov t   | interest not affecting title)                                    |  |
| 0.  | Signature:  | Morthel Shut   |   | 32,814   | November 26, 2007  |  |
|   |   | Signature  |   | Reg. No.   | Date   |  |
|   |   |  |   | 11/27/2807   | CNGUYEN2 00000069 11984988 ,                                     |  |
|   |   |  | То  |  | ling cover sheet, attachments, and doct如如如                       |  |
|   | PR(RAI<br>1.<br>2.<br>3.  | PROCESS FOR PIRAPAMYCIN DEI  1. Name of conv 1. Tetsuro KA 2. Masashi ISC  2. Name and ad Terumo Kabus 44-1, Hatagay Shibuya-ku, T  3. Nature of Con Execution Dat  Assignm Security Joint Re Governm Other:  4. Application of A. Patent A  This doc  5. Name and ad Name: Address:  6. Total number  7. Total fee (37) | To the Director of the U.S. Patent and Trademark Office: Present PROCESS FOR PREPARING AN o-ALKYLAT RAPAMYCIN DERIVATIVE  1. Name of conveying party(ies): 1. Tetsuro KAWANISHI 2. Masashi ISOZAKI  2. Name and address of receiving party(ies): Terumo Kabushiki Kaisha 44-1, Hatagaya 2-chome Shibuya-ku, Tokyo, Japan  3. Nature of Conveyance/Execution Date(s): Execution Date(s): Execution Date(s): 1. November 20, 2007 an  Assignment Security Agreement Joint Research Agreement Government Interest Agreement Other:  4. Application or patent number(s): A. Patent Application No.(s)  This document is being filed together was the second of the second | PROCESS FOR PREPARING AN o-ALKYLATED RAPA RAPAMYCIN DERIVATIVE  1. Name of conveying party(ies): | To the Director of the U.S. Patent and Trademark Office: Pressor |  |

## ASSIGNMENT (JOINT)

WHEREAS, the Assignors have invented certain new and useful improvements in PROCESS

THIS ASSIGNMENT, by <u>Tetsuro KAWANISHI and Masashi ISOZAKI</u>, residing at <u>Kanaqawa</u>, <u>Japan and Kanaqawa</u>, <u>Japan (hereinafter referred to as "the Assignors")</u>, respectively, witnesseth:

FOR PREPARING AN O-ALKYLATED RAPAMYCIN DERIVATIVE AND O-ALKYLATED RAPAMYCIN DERIVATIVE set forth in an application for Letters Patent of the United States, which is (a) provisional application (i) 🔲 bearing Application No., and filed on: (ii) 🔲 to be filed herewith; or (ษ) non-provisional application (i) 🔲 bearing Application No., and filed on; (ii) 🔯 having an oath or declaration executed on even date herewith prior to filing of application; (iii) 🔲 having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, <u>TERUMO KABUSHIKI KAISHA</u>, a corporation duly organized under and pursuant to the laws of <u>Japan</u> and having a principal place of business at <u>44-1</u>, <u>Hatagaya 2-chome</u>, <u>Shibuya-ku</u>, <u>Tokyo</u>, <u>Japan</u> (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon.

NOW. THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefore and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, 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 Letters Patent or Patents may be granted as fully and entirety as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have 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 Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors 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 inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, 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 procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, 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;

AND the Assignors hereby authorize and request the attorneys of Buchanan Ingersoll & Rooney PC to insert in the spaces provided above the title of the invention, filing date, application number, and attorney's docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all sald Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

DATE 2007 /11 / 20

Tetsuro KAWANISHI

DATE NOV 20 2007

magrafi Vin make