

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Howard Hughes Medical Institute	03/06/2003
RECEIVING PARTY DATA	
Name:	Dana Farber Cancer Institutue, Inc.
Street Address:	44 Binney Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02115
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10854483
CORRESPONDENCE DATA	
Fax Number:	(617)542-2241
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-542-6000
Email:	grdenningham@mintz.com
Correspondent Name:	Cynthia Kozakiewicz
Address Line 1:	One Financial Center
Address Line 2:	Mintz Levin
Address Line 4:	Boston, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	20363-008CON
NAME OF SUBMITTER:	Cynthia Kozakiewicz
Total Attachments: 2 source=20363-008 CON Howard assignment#page1.tif source=20363-008 CON Howard assignment#page2.tif	

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ASSIGNMENT

Howard Hughes Medical Institute, existing under the Laws of the State of Delaware, with offices at 400 Jones Bridge Road, Chevy Chase, Maryland 20814, the undersigned, hereinafter referred to as HHMI or the ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, sells and transfers to **Dana Farber Cancer Institute, Inc.**, a non-profit organization, with offices at **44 Binney Street, Boston, MA 02115** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) its entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

MUTEINS OF HYPOXIA INDUCIBLE FACTOR ALPHA AND METHODS OF USE THEREOF

filed with the U.S. Patent and Trademark Office on **March 19, 2002** and assigned Serial No. **10/101,816**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in its name as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

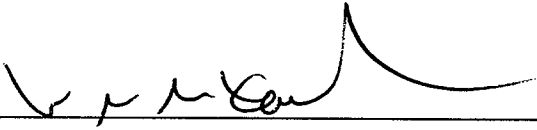
HHMI hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by HHMI had this assignment, sale and transfer not been made.

HHMI agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

HHMI further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

HHMI hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

HHMI further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.



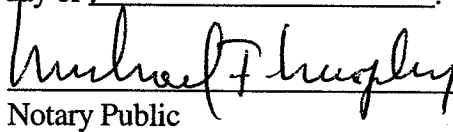
Date 3/6/03

Signature of: William G. Kaelin, Jr., for himself and as an agent for Howard Hughes Medical Institute

State of Massachusetts

Country of Suffolk

Subscribed and sworn to before me this 6 day of March 03.



Notary Public

My commission expires MICHAEL F MURPHY
MY COMMISSION EXPIRES
SEPT. 13, 2007

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