

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Huda Y. Zoghbi	10/23/2000
Hugo J. Bellen	10/23/2000
Nessan A. Bermingham	10/23/2000
Bassem Hassan	10/23/2000
Nissim Ben-arie	10/22/2000

RECEIVING PARTY DATA

Name:	BAYLOR COLLEGE OF MEDICINE
Street Address:	One Baylor Plaza
City:	Houston
State/Country:	TEXAS
Postal Code:	77030

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10860373

CORRESPONDENCE DATA

Fax Number: (713)651-5246
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713 651-5567
Email: sanderson@fulbright.com
Correspondent Name: Melissa L. Sistrunk
Address Line 1: 1301 McKinney Ste 5100
Address Line 4: Houston, TEXAS 77010-3095

ATTORNEY DOCKET NUMBER:

P01899US6 / 10606842

NAME OF SUBMITTER:

Melissa L. Sistrunk

OP \$40.00 10860373

500547794

PATENT
REEL: 020989 FRAME: 0265

Total Attachments: 5

source=P01899US2#page1.tif

source=P01899US2#page2.tif

source=P01899US2#page3.tif

source=P01899US2#page4.tif

source=P01899US2#page5.tif

PATENT

REEL: 020989 FRAME: 0266

ASSIGNMENT

WHEREAS, we HUDA Y. ZOGHBI, a citizen of the United States of America, residing at 6618 Sewanee, Houston, Texas 77005; HUGO J. BELLEN, a citizen of the Belgium, residing at 3411 Mount Vernon, Houston, Texas 77006; NESSAN A. BERMINGHAM, a citizen of the Ireland, residing at 5445 Braesvalley, Apt. 708, Houston, Texas 77096; BASSEM HASSAN, a citizen of Lebanon, residing at 1422 Richmond Avenue, No. 3053, Houston, Texas 77006; and NISSIM BEN-ARIE, a citizen of Israel, residing at 46 Hachoshen Blv., Mevaseret Zion, 90805, Israel; (herein called "Assignors"), are the co-inventors and owners of a certain new and useful invention and improvement(s) entitled "Compositions and methods for the therapeutic use of an atonal-associated sequence for deafness, osteoarthritis, and abnormal cell proliferation" (herein called the "Invention"); and

WHEREAS, Assignors are Faculty, Postdoctoral Fellow and Predoctoral Fellow (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignors represent that they are the sole and only inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignors were serving in their positions of College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignors are desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention; and

WHEREAS, Assignors acknowledge that they are assigning their right as part of their obligations as College Personnel, their use of the facilities of Assignee to make the Invention and their desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignors, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignors under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all of Assignors' rights throughout the world in and to:

1. Said Invention;
2. United States of America Patent Application No. 09/585,645 on said Invention filed on June 1, 2000;

3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;

4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignors or their legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

5. All substitutions for and divisions, continuations, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

7. The right of Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignors from any corporation or other entity commercializing the Invention shall be in exchange for Assignors' assignment of the Invention hereunder and pursuant to Assignors' rights under the Baylor Patent Policy.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite our signatures.

DATE: October 23, 2000

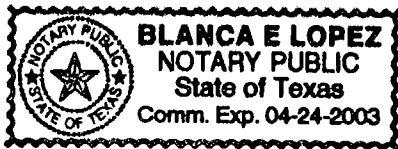

HUDA Y. ZOGHBI

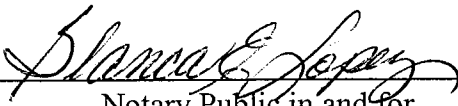
THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

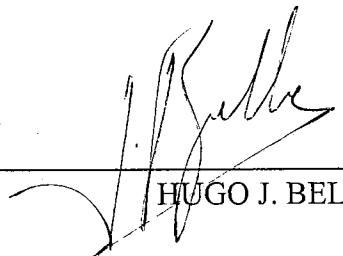
This instrument was acknowledged by HUDA Y. ZOGHBI, on the 23 day of October, 2000.




Notary Public in and for
the State of Texas

My Commission Expires:

DATE: October 23, 2000

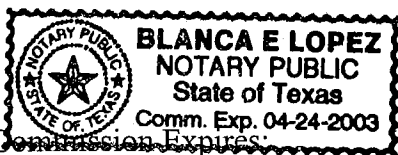

HUGO J. BELLEN

THE STATE OF TEXAS

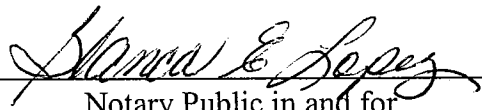
§
§
§

COUNTY OF HARRIS

This instrument was acknowledged by HUGO J. BELLEN, on the 23 day of October, 2000.



My Commission Expires:

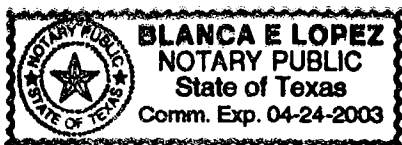

Notary Public in and for
the State of Texas

DATE: October 23, 2000

H. Bermingham
NESSAN A. BERMINGHAM

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged by NESSAN A. BERMINGHAM, on the 23 day of October, 2000.



Blanca E Lopez
Notary Public in and for
the State of Texas

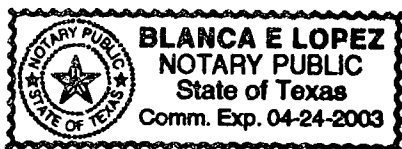
My Commission Expires:

DATE: October 23, 2000

Bassem Hassan
BASSEM HASSAN

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged by BASSEM HASSAN, on the 23 day of October, 2000.



Blanca E Lopez
Notary Public in and for
the State of Texas

My Commission Expires:

DATE: _____

NISSIM BEN-ARIE

DATE: _____

NESSAN A. BERMINGHAM

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged by NESSAN A. BERMINGHAM, on the _____ day
of _____, 2000.

Notary Public in and for
the State of Texas

My Commission Expires:

DATE: _____

BASSEM HASSAN

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged by BASSEM HASSAN, on the _____ day of
_____, 2000.

Notary Public in and for
the State of Texas

My Commission Expires:

DATE: Oct 22, 2000


NISSIM BEN-ARIE