

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Huda Y. Zoghbi</td> <td>10/23/2000</td> </tr> <tr> <td>Hugo J. Bellen</td> <td>10/23/2000</td> </tr> <tr> <td>Nessan A. Bermingham</td> <td>10/23/2000</td> </tr> <tr> <td>Bassem Hassan</td> <td>10/23/2000</td> </tr> <tr> <td>Nissim Ben-arie</td> <td>10/22/2000</td> </tr> </tbody> </table>		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
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<b>RECEIVING PARTY DATA</b>													
<b>Name:</b>	BAYLOR COLLEGE OF MEDICINE												
<b>Street Address:</b>	One Baylor Plaza												
<b>City:</b>	Houston												
<b>State/Country:</b>	TEXAS												
<b>Postal Code:</b>	77030												
<b>PROPERTY NUMBERS Total: 1</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10860724</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10860724								
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Application Number:	10860724												
<b>CORRESPONDENCE DATA</b>													
<b>Fax Number:</b>	(713)651-5246												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
<b>Phone:</b>	713 651-5567												
<b>Email:</b>	sanderson@fulbright.com												
<b>Correspondent Name:</b>	Melissa L. Sistrunk												
<b>Address Line 1:</b>	1301 McKinney Ste 5100												
<b>Address Line 4:</b>	Houston, TEXAS 77010-3095												
<b>ATTORNEY DOCKET NUMBER:</b>	P01899US5 / 10409186												
<b>NAME OF SUBMITTER:</b>	Melissa L. Sistrunk												

OP \$40.00 10860724

Total Attachments: 5

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## 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.

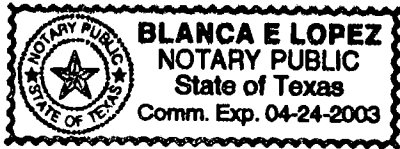
EXECUTED on the date indicated below opposite our signatures.

DATE: October 23, 2000

[Signature]  
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.



[Signature]  
Notary Public in and for  
the State of Texas

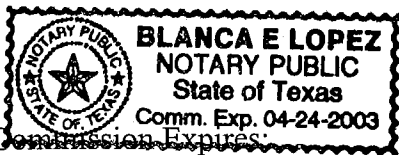
My Commission Expires:  
\_\_\_\_\_

DATE: October 23, 2000

[Signature]  
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.



[Signature]  
Notary Public in and for  
the State of Texas

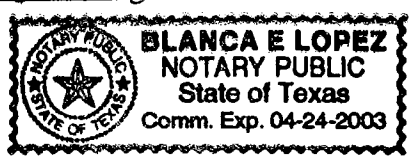
My Commission Expires:  
\_\_\_\_\_

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

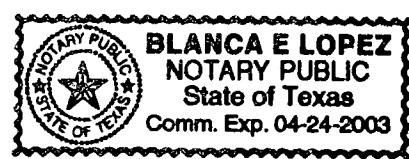
My Commission Expires:  
\_\_\_\_\_

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  
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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