

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hakjoo Lee	03/30/2005
RECEIVING PARTY DATA	
Name:	Nita J. Maihle
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12144166
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NAME OF SUBMITTER:	Jennifer L. Magill
Total Attachments: 2 source=Assignment1#page1.tif source=Assignment1#page2.tif	

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REEL: 021135 FRAME: 0904

ASSIGNMENT AGREEMENT

WHEREAS, Hakjoo Lee, Ph.D., a U.S. citizen, residing at 52 Sutton Point, Pittsford, NY 14534, hereinafter referred to as Assignor, is an inventor of the invention entitled "System and Method to Inhibit Heregulin Activated Processes and other Methods Using Soluble ErbB3 and Method to Produce Soluble ErbB3 in MMV-02-173 ("Invention") and U.S. Patent Application No. 10/159,353 ("Patent Application");

WHEREAS, Nita J. Maihle, Ph.D., hereinafter referred to as Assignee, is desirous of acquiring Assignor's entire right, title and interest in and to said Patent Application and continuations, divisionals, renewals, substitutes, extensions, and reissues thereof as well as all corresponding Letters Patent and foreign counterparts thereof but only to the extent that Assignor is listed as an inventor on such continuations, divisionals, renewals, substitutes, extensions and reissues of the Patent Application (collectively "Patent Rights");

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by Assignee to Assignor of three (3) percent of the net sales revenues (i.e. gross amount of revenue collected by Assignee, its subsidiaries, contractor's, or sales agents for sale or use of Licensed Products (i.e. products or services claimed in the Patent Rights), less expenses incurred, trade or quantity discounts; returns and allowances; duties, excise, and use taxes; and retroactive price reductions; and charges by patent counsel for preparation, prosecution, and maintenance of the patent rights) received by Assignee and twenty five (25) percent of all net licensing revenue received by Assignee as result of licensing the Patent Rights (i.e. gross amount of revenue collected by Assignee) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in and to the Patent Rights.

Assignee will have, at Assignee's expense, primary responsibility for responding to all office actions associated with the Patent Rights. Assignor will assist with responding to all office actions associated with the Patent Rights. At Assignee's expense, or any company to which Assignee may assign her rights, Assignor agrees to review and execute and deliver to Assignee or their legal representative any and all papers, documents, or affidavits or other instruments required to apply for, obtain, maintain, issue, and enforce said Patent Rights.


Assignor further agrees that Assignee will, upon Assignee's request, and at Assignee's expense, be provided promptly with any and all pertinent facts, evidence, and/or documents relating to said Patent Rights as may be known and/or accessible to Assignor and will testify as to the same in any interference, reexamination, litigation, or other legal proceeding relating to the Patent Rights.

Assignor hereby authorizes and requests the appropriate legal officials to issue any and all Letters Patent or other legal protection to Assignee as owner of the entire right, title, and interest in and to said Patent Rights, and Assignor hereby grants Assignee and their duly authorized representatives the power to undertake any and all acts which may be necessary or desirable in

order to obtain and/or enforce Letters Patent or other legal protection for said Patent Rights under the provisions of the Patent Cooperation Treaty, other international agreements, or under the laws of any country in which the Patent Rights are sought and/or enforced.

Assignor hereby covenants that it has the full right to enter into this Agreement and has not executed and will not execute any agreement in conflict herewith. Assignor hereby covenants that this Agreement shall be binding upon Assignor's heirs, successors, executors, administrators, and/or assigns, and that said Agreement shall inure to the benefit of the heirs, successors, executors, administrators, and/or assigns of Assignee.

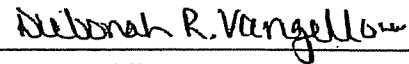
IN WITNESS WHEREOF, I have hereunto set hand and seal on this 30th day of March , 2005.



Hakjoo Lee, Ph.D.

Before me, a Notary Public in and for Monroe County, the State of New York, United States, personally appeared Hakjoo Lee who acknowledged that she is the person who executed the foregoing assignment acknowledging same to be a free and voluntary act and deed.

Witness my hand and seal this 30th day of March, 2005.



Notary Public

[SEAL]

DEBORAH R. VANGELLOW
Notary Public, State of New York
No. 01AL5068732
Qualified in Ontario County
Commission Expires Nov. 4, 2006