

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nita J Maihle	09/30/2005
RECEIVING PARTY DATA	
Name:	Tumor Biology Investment Group, Inc.
Street Address:	777 Emmett Creek Lane
City:	Lexington
State/Country:	KENTUCKY
Postal Code:	40515
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12144166
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	07-273 DIV-3
NAME OF SUBMITTER:	Jennifer L. Magill
Total Attachments: 2 source=Assignment2#page1.tif source=Assignment2#page2.tif	

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## ASSIGNMENT and RELEASE

WHEREAS, Nita J. Maihle, Ph.D., a U.S. citizen, living at 302 York St. New Haven, CT New Haven, CT, hereinafter referred to as Assignor, is an inventor of the invention for Truncated Soluble ErbB Family Receptors described in a MMV-96-092 and U.S. Patent Application Serial No. 10/159,353, entitled "System and Method to Inhibit Heregulin Activated Processes and Other Methods Using Soluble ErbB3 and Method to Produce Soluble ErbB3" the "Inventions") (attached hereto as Exhibit "A"), which was developed at Mayo Medical Research Foundation ("Mayo") and which Mayo and the United States government have certain rights therein;

WHEREAS, Assignor has been assigned rights in the above inventions by other co-inventors;

WHEREAS, The Tumor Biology Investment Group, Inc. hereinafter referred to as Assignee, wishes to acquire all rights in said inventions have sought or secured a return of rights to inventors from Mayo and the United States government, for purposes of attempting to commercialize the Invention, hereinafter referred to as Assignees, is desirous of acquiring the entire right, title and interest in and to said Invention under Letters Patent or other legal protection to be obtained therefore in the United States, and in any other country in which legal protection may be sought and/or enforced for said Invention;

WHEREAS, the United States government and Mayo have sought certain assurances and imposed certain responsibilities and liabilities in return for those rights, which assurances, responsibilities and liabilities assignor does not wish to assume and whereas Assignee does not wish to commercialize the Invention and intends to surrender all rights commercialize such invention which rights were offered to Assignee by Mayo Medical Ventures; and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by Assignees to Assignor of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby sells, assigns and transfers to Assignees the entire right, title and interest in and to said Invention, including all Letters Patent or other legal protection to be obtained therefore in Canada, in the United States, and in any other country in which legal protection may be sought and/or enforced for said Invention, for the full term or terms for which the same may be granted.

Assignor agrees to perform any and all acts which may be necessary for the Assignees to obtain valid legal protection for the Invention under the provisions of the International Convention for Protection of Industrial Property, the Patent Cooperation Treaty or other international agreements, or under the laws of any country in which Letters Patent or other legal protection may be sought and/or enforced for said Invention. Assignor agrees to review and execute and deliver to Assignees or their legal representative any and all papers, documents, affidavits or other instruments required to apply for, obtain, maintain, issue, and enforce said Letters Patent or other legal protection, including but not limited to any application(s), continuation(s), division(s), renewal(s), substitute(s), extension(s) or reissue(s) therefore in Canada, in the United States, and in any other


country in which said Letters Patent or other legal protection may be sought and/or enforced for said Invention.

Assignor further agrees that Assignee will, upon its request, be provided promptly with any and all pertinent facts, evidence and/or documents relating to said Invention as may be known and/or accessible to Assignor, and that Assignor will testify as to the same in any interference, reexamination, litigation or other legal proceeding conducted in Canada, in the United States, and in any other country in which Letters Patent or other legal protection may be sought and/or enforced for said Invention.

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 Invention, and Assignor hereby grants Assignees 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 Invention under the provisions of the International Convention for Protection of Industrial Property, the Patent Cooperation Treaty or other international agreements, or under the laws of any country in which said Letters Patent or other legal protection may be sought and/or enforced for said Invention.


Assignor hereby covenants to have the full right to convey the entire right, title and interest herein assigned and that Assignor 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 Assignees.

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

  
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Nita J. Maihle, Ph.D.

Before me, a Notary Public in and for Hartford County, the State of Connecticut, United States, personally appeared Nita J. Maihle, Ph.D, 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 30 day of September, 2005.

  
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Notary Public

[SEAL]

CARMELA M. FRASER  
NOTARY PUBLIC  
My Commission Expires Jan. 31, 2009