

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
William D. Figg	09/27/2007
Alex Sparreboom	10/09/2007
Tristan M. Sissung	10/01/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The United States of America, as represented by the Secretary, Department of Health and Human Services
<b>Street Address:</b>	6011 Executive Boulevard
<b>Internal Address:</b>	National Institutes of Health, Office of Technology Transfer, Suite 325
<b>City:</b>	Rockville
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20852
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12304071
<b>CORRESPONDENCE DATA</b>	
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<b>Correspondent Name:</b>	Sheree Lynn Rybak, Ph.D.
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<b>ATTORNEY DOCKET NUMBER:</b>	4239-75983-04
<b>NAME OF SUBMITTER:</b>	Sheree Lynn Rybak, Ph.D.

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**Total Attachments: 6**

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## ASSIGNMENT

We, William D. Figg, of Fairfax, Virginia, a citizen of the United States of America, Alex Sparreboom, of Memphis, Tennessee, a citizen of the Netherlands, and Tristan M. Sissung, of Annandale, Virginia, a citizen of the United States of America, along with Klaus Mross, of Freiburg, Germany, a citizen of Germany, Dirk Behringer, of Bochum, Germany, a citizen of Germany, and Stephan Mielke, of Loehne, Germany, a citizen of Germany, have invented a certain invention entitled ABCB1 GENOTYPING TO PREDICT MICROTUBULE-STABILIZING-AGENT-INDUCED TOXICITY for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/807,453, filed on July 14, 2006; and  
PCT Application No. PCT/US2007/073497 filed on July 13, 2007; and

both of which applications are collectively referred to herein as "the patent applications."

At the time the invention was made, We were employed by the National Cancer Institute at the National Institutes of Health, a component of the Department of Health and Human Services. The conditions under which said invention was made entitle THE UNITED STATES OF AMERICA, as represented by the Secretary, Department of Health and Human Services (hereinafter "THE GOVERNMENT") to our entire right, title, and interest in the invention under Paragraph 1(a) of Executive Order 10096 and its amendments, 35 USC Chapter 18, and 37 CFR Parts 401 and 501.

In consideration of our legal obligations to assign our right, title and interest in the invention as well as other valuable consideration, we the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to THE GOVERNMENT, having a place of business at the Office of Technology Transfer, National Institutes of Health, 6011 Executive Boulevard, Suite 325, MSC 7660, Bethesda, Maryland 20892-7660, our full and exclusive right, title, and interest in the patent applications and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT as assignee of our entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its representatives, assigns or agents, any facts known to us respecting the invention, and testify in any legal proceedings, make, execute and/or deliver to THE GOVERNMENT all papers, documents, affidavits or other instruments that may be necessary in the prosecution of any patent application, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and do everything reasonably possible to aid THE GOVERNMENT and its assigns to obtain and enforce proper patent

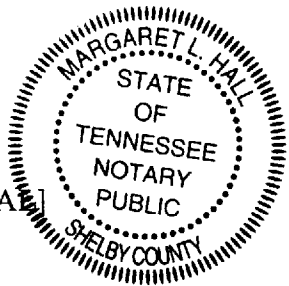


Dated: 10/09/07

Alex Sparreboom  
Alex Sparreboom

STATE OF TN )  
COUNTY OF Shelby ) ss.

This 9th day of October, 2007, before me personally came the above-named Alex Sparreboom, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



Margaret L. Hall  
Notary Public for St. of TN **MY COMMISSION EXPIRES:**  
My commission expires: **July 16, 2011**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tristan M. Sissung

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came the above-named Tristan M. Sissung, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires:

[SEAL]

## ASSIGNMENT

We, William D. Figg, of Fairfax, Virginia, a citizen of the United States of America, Alex Sparreboom, of Memphis, Tennessee, a citizen of the Netherlands, and Tristan M. Sissung, of Annandale, Virginia, a citizen of the United States of America, along with Klaus Mross, of Freiburg, Germany, a citizen of Germany, Dirk Behringer, of Bochum, Germany, a citizen of Germany, and Stephan Mielke, of Loehne, Germany, a citizen of Germany, have invented a certain invention entitled ABCB1 GENOTYPING TO PREDICT MICROTUBULE-STABILIZING-AGENT-INDUCED TOXICITY for which the following patent applications have been filed:

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