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To the Honorable Commissioner of Patent

103562758

and original documents or copy thereof.

12-01-1995

1. Name of conveying party(ies):

UNIVERSITY OF UTAH

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

UNIVERSITY OF UTAH

Name: RESEARCH FOUNDATION

Internal Address:

Street Address: 421 Wakara Way, Suite 170

City: Salt Lake City State: Utah ZIP: 84108

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 03 October 1995

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 08/488,011

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey L. Ihnen

Internal Address:

VENABLE, BAETJER, HOWARD & CIVILETTI

Street Address:

1201 New York Avenue, N.W., #1000

City: Washington State: D.C. ZIP: 20005

6. Total number of applications and patents involved: **one**

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed *fee Paid*
- Authorized to be charged to deposit account

8. Deposit account number:

22-0261

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey L. Ihnen

Name of Person Signing

*Jeffrey L. Ihnen*  
Signature

01 December 1995

Date

Atty. Docket: 24884-109347-B Total number of pages including cover sheet, attachments, and document: **three**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, THE UNIVERSITY OF UTAH, a non-profit institution duly organized under the laws of the State of Utah, having a place of business at 421 Wakara Way, Suite 170, Salt Lake City, Utah 84108 (hereinafter referred to as "Assignor") is the owner, by virtue of an assignment executed by coinventors Mark H. SKOLNICK, David E. GOLDGAR, Yoshio MIKI and Jeff SWENSON of the following:

17q-LINKED BREAST AND OVARIAN CANCER SUSCEPTIBILITY GENE

for which an application was filed on 7 June 1995 under Serial No. 08/488,011;

WHEREAS, UNIVERSITY OF UTAH RESEARCH FOUNDATION, a non-profit organization duly organized under the laws of the State of Utah, having a place of business at 421 Wakara Way, Suite 170, Salt Lake City, Utah 84108 ("Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid application in which the invention is disclosed, described and claimed, in and to the above-identified invention for the United States of America and all countries foreign thereto, and in and to any and all Letters Patents to be issued for said invention in the United States of America and all countries foreign thereto, including any and all continuations, divisions, reissues, or extensions, of such application or Letters Patent;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, Assignor has bargained, sold and assigned, transferred and set over and by these presents does hereby bargain, sell, assign, transfer and set over unto Assignee, its successors, assigns or other legal representatives, the entire right, title and interest in and to the aforesaid application in which the invention is disclosed, described and claimed, in and to the above-identified invention for the United States of America and all countries foreign thereto, and in and to any and all Letters Patents to be issued for said invention in the United States of America and all countries foreign thereto, and any and all continuations, divisions, reissues, or extensions of any such Letters Patents; the said to be held and enjoyed by Assignee for its own use and on behalf of its successors, assigns, or other legal representatives, to the full end of the term or terms for which said Letters Patents may be granted, reissued, or extended as fully and entirely as the same would have been held and enjoyed by me, solely and severally, if this assignment and sale had not been made.

Assignor further covenants and agrees that it will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, or any Letters Patents that may be granted therefor, in Assignee, its successors, assigns, or other legal representatives, and that if Assignee, its successors, assigns or other legal representatives desire to secure a reissue or extension or division of any Letters Patents, Assignor will upon request sign all papers, make all rightful oaths, and do all legal acts necessary and requisite for application of such reissue, extension or division and the procuring thereof, but at the expense of Assignee, its successors, assigns or other legal representatives.

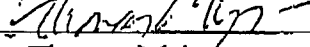
Assignor hereby further covenants and agrees that itwe will at any time, upon request, communicate to Assignee, its successors, assigns or other legal representatives, any facts relating to the said invention and Letters Patents, or to the history thereof known to us, and will testify to the same in any interference or litigation, when requested to do so.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents covering said invention, or resulting from the aforesaid application to Assignee as the assignee of the entire right, title and interest in and to the said application and invention.

IN WITNESS WHEREOF, Assignor has hereunto set our hand and seal on the date given below.

THE UNIVERSITY OF UTAH

10/3/95  
Date

By:   
Thomas Major  
Director  
Technology Transfer Office