# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

| Name                 | Execution Date |
|----------------------|----------------|
| Charles A. Dinarello | 07/02/2009     |
| Soo-Hyun Kim         | 07/07/2009     |

### RECEIVING PARTY DATA

| Name:           | Ares Trading, S.A.                            |  |
|-----------------|---|--|
| Street Address: | eet Address: Zone Industrielle de l'Ouriettaz |  |
| City:           | Aubonne                                       |  |
| State/Country:  | SWITZERLAND                                   |  |
| Postal Code:    | CH-1170                                       |  |

## PROPERTY NUMBERS Total: 1

|   | Property Type      | Number   |
|---|--------------------|----------|
| A | pplication Number: | 12404458 |

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 057878-000006-DIV

NAME OF SUBMITTER: Maureen S. Melanson

**Total Attachments: 2** 

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# **ASSIGNMENT**

- (1) Charles A. DINARELLO
- (2) Soo-Hyun KIM

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt of which is acknowledged, each of the undersigned agrees to assign, and hereby does assign, transfer and set over to:

Ares Trading S.A.

Zone Industrielle de l'Ouriettaz
Aubonne, Switzerland CH-1170

(hereinafter designated as the Assignee) the entire right, title and interest in the invention known as:

## INTERLEUKIN-18 MUTANTS, THEIR PRODUCTION AND USE

for which the undersigned have executed an application for patent in the United States of America of:

U.S. Application No.: 10/094,153, filed March 8, 2002, which claims benefit under 35 U.S.C. 119 of U.S. Provisional Application No. 60/274,327, filed March 8, 2001; and

U.S. Application No.: 12/404,458, filed March 16, 2009 which is a divisional patent application of U.S. Application No.: 10/094,153, filed March 8, 2002, which claims benefit under 35 U.S.C. 119 of U.S. Provisional Application No. 60/274,327, filed March 8, 2001.

Each of the undersigned further agrees to assign, and hereby does assign, transfer and set over to Assignee all applications for patent and any original and reissued Letters Patents granted for said invention and all divisions and continuations of said applications, including the subject matter of any and all claims which may be obtained in every such patent; and the right, where such right can be legally exercised, in his name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention as fully and entirely as he could have done if the application had been filed in his name; and the entire interest in any Letters Patents which may be granted on any such applications in such foreign countries; and he does authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on application as aforesaid, to issue the said Letters Patents to the said Assignee, its successors, assigns, nominees or other legal representatives, as Assignee and owner of the said entire interest; and he does covenant that he has full right to convey the said entire interest herein assigned and that he has not executed and will not execute any agreement in conflict herewith; and he agrees that he will communicate to said Assignee, its successors, assigns, nominees or other legal representatives, all facts known (to him respecting said inventions, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute and deliver all divisional, continuing, reissue and foreign applications, make all rightful oaths and do all lawful acts requisite for the applications for such divisional, continuing, reissue or foreign applications, or the procuring thereof, and also to execute separate assignments in connection with any such applications as the Assignee may deem necessary or expedient or essential to the full protection and title in and to the invention hereby transferred; and that if and when said Assignee, its successors, assigns, nominees or other legal representatives desire to file a disclaimer relating thereto, he will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and he further covenants and agrees that he will at any time, upon request, do everything possible to aid said Assignee, its successors, assigns, nominees or other legal representatives either in his or Assignee's own name, to apply for, obtain and enforce proper patent protection for said inventions in all countries, according to the International Convention of 1883 and all the laws and treaties in force, all without further consideration but at the expense of said Assignee, its successors, assigns,

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nominees or other legal representatives.

The undersigned hereby grant(s) <u>NIXON PEABODY LLP (Agent)</u> the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

This assignment shall be binding upon my (our) heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, and/or assigns of the Assignee.

In witness whereof, executed by the undersigned on the date opposite the name of the undersigned.

| (1) INVENTOR      | Charles A. DINARELLO           |
|-------------------|--------------------------------|
| , ,               | Typed/Printed Name of Inventor |
| 07/02/09<br>Date: | Barla Chunant                  |
| Date:             | Signature of Inventor          |
| WITNESS: 07/07/09 | Signature of Witness           |
|                   | > Signature of wheness         |
|                   | ANTONIO FURLAN                 |
|                   | Typed/Printed Name of Witness  |
|                   |                                |
| (2) INVENTOR      | Soo-Hyun KIM                   |
| - / /             | Typed/Printed Name of Inventor |
| 07/07/09          | Soryel                         |
| Date:             | Signature of Inventor          |
|                   |                                |
|                   |                                |
| WITNESS:          |                                |
| 07/07/09          | Tama /from                     |
| Date:             | Signature of Witness           |
|                   | -                              |
|                   | Tania Azam                     |
|                   | Typed/Printed Name of Witness  |

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**RECORDED: 07/13/2009**