#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Robert H. Mach	07/28/2009
Wenhua Chu	03/31/2009
Richard S. Hotchkiss	08/10/2009
William G. Hawkins	03/31/2009
Rebecca L. Aft	08/07/2009
Suwanna Vangveravong	03/31/2009
Zhude Tu	07/27/2009

#### **RECEIVING PARTY DATA**

Name:	Washington University
Street Address:	One Brookings Drive
City:	St. Louis
State/Country:	ILLINOIS
Postal Code:	63130

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11776533

#### **CORRESPONDENCE DATA**

Fax Number: (314)259-5959

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-259-5859

Email: patents@sonnenschein.com

Correspondent Name: G. Harley Blosser
Address Line 1: PO Box 061080

Address Line 2: Wacker Drive Station, Sears Tower

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 60005161-0306

PATENT
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NAME OF SUBMITTER:	Elizabeth C. Holtmann
Total Attachments: 10	
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## **TECHNOLOGY ASSIGNMENT**

WU Case: 006766

ASSIGNORS:		
Name:	Robert H. I	Mach Ph.D.
Resident City/Sta		
Name:	Wenhua C	•
Resident City/Sta		
Name:		Hotchkiss M.D.
Resident City/Sta		,
	William G.	Hawkins
Resident City/Sta	ate:	•
Name:	Rebecca L	. Aft MD, PhD
Resident City/Sta		1
Name:		/angveravong
Resident City/Sta	ate:	1
	Zhude Tu	
Resident City/Sta	ate:	•

WHEREAS, the aforementioned individuals (the "ASSIGNORS") have developed a certain INVENTION having WU OTM Case No. 006766 and being entitled Sigma-2 Receptor Ligands as Chemosensitizers (collectively, with all future enhancements and improvements thereto as well as all related original works of authorship related thereto other than those solely of an artistic, literary or scholarly nature, as the "INVENTION");

WHEREAS, the ASSIGNORS have executed an A $_{ m SIGMA}^{ m CMA}$ $_{ m 2}^{ m RH}$	PPLICATION for a United States
Patent based on the INVENTION, entitled THEREFOR	
filed on $\frac{7-11-2007}{}$ , and assigned APPLICATION Seria	I No. 11/776,533
(the "APPLICATION");	

WHEREAS, Washington University, a corporation of the State of Missouri having its principal office and place of business at One Brookings Drive, St. Louis, Missouri, 63130, ("ASSIGNEE") is desirous of acquiring the entire and exclusive right, title, and interest in and to the INVENTION and the APPLICATION;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest in the United States (including its territories and dependencies) and all countries foreign thereto in, to and under the INVENTION,

the APPLICATION, and any other United States APPLICATIONS (including provisional, non-provisional, divisional, continuing and reissue APPLICATIONS) based in whole or in part on the APPLICATION or in whole or in part on the INVENTION, and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid APPLICATIONS or on the INVENTION or any part thereof and including all rights to claim priority through any international convention or treaty and all copyrights on or related to the INVENTION:

ASSIGNORS each agree, to each creator's binding personal share of any income generated by the INVENTION as delineated in the attached Exhibit A, and that all future agreements regarding such personal shares shall be in writing and signed by all creators;

ASSIGNORS hereby warrant and represent to Assignee, its successors, legal representatives and assigns, that at the time of execution of this assignment, the ASSIGNORS listed above are the sole individuals employed by the ASSSIGNEE who have made contributions to the INVENTION, that the ASSIGNORS are unencumbered and have good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that all works of authorship assigned herein are original works created solely by the ASSIGNORS and are free from plagiarized, libelous, obscene or infringing material;

ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States of America, to issue any and all United States Patents that may be granted on any assigned APPLICATION or on the INVENTION or any part thereof, in the name of ASSIGNEE;

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this sale, assignment and transfer;

ASSIGNORS hereby grant to ASSIGNEE and its agents and attorneys the power and right to insert herein the title, serial number and filing date of the APPLICATION, the OTM case number and title of the INVENTION after this Assignment is executed by the ASSIGNORS; and

ASSIGNORS further covenant that upon ASSIGNEE's request they will provide promptly to ASSIGNEE all pertinent facts and documents relating to the aforesaid APPLICATIONS and the INVENTION as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives without further consideration any and all

papers, instruments or affidavits required to apply for, obtain, maintain and enforce the aforesaid APPLICATIONS that may be deemed necessary or desirable by ASSIGNEE to carry out the purposes hereof.

For the event that ASSIGNEE is unable, after reasonable effort, to secure any ASSIGNOR's signature on any APPLICATION, paper or other instrument relating to any patent, patent APPLICATION, letters patent, copyright or other analogous protection relating to the INVENTION in any country, whether because of the ASSIGNOR's mental incapacity, death or for any other reason whatsoever, each ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents as each ASSIGNOR's agent and attorney in fact to act for and to execute and file any such APPLICATION, paper or other instrument on ASSIGNOR's behalf and to do all other lawfully permitted acts to further the prosecution and issuance of any patent, patent APPLICATION, letters patent, copyright or any other analogous protection related to the INVENTION with the same legal force and effect as if executed by such ASSIGNOR.

For the convenience of the parties, any number of counterparts of the Assignment may be executed by the parties hereto. Each such counterpart shall be and shall be deemed to be an original instrument but all such counterparts taken together shall constitute one and the same assignment.

IN WITNESS WHEREOF, the ASSIGNORS have hereunto set their hand to the foregoing assignment.

7/25/09
Signature – Robert H. Mach Ph.D. Date
HOME ADDRESS: 519 Meramec View Drive
Eureka, MO 63025
ACKNOWLEDGMENT
STATE OF MISSOURI) CITY OF St. Louis ) SS.
On this 28 day of July, 2009, before me, a Notary Public, personally appeared Robert H Mach (14), known to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed said instrument as his free act and deed.
In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public
My Commission Expires:    Og   22   2010   [SEAL]

Signature Wenhua Chu	3/31/69 Date
HOME ADDRESS: 10333 Garibaldi Place	
St. Louis, MO 63131	
ACKNOWLEDG	SMENT
On this 31 day of March, 2009 personally appeared March, known and who executed, the foregoing assignment said instrument as his free act and deed.  In Testimony Whereof, I have hereunto set me	9, before me, a Notary Public, wn to me to be the person described, in and acknowledged that he executed
the day and year first above written.  Notary Public	ny mand and anixed my official seal
My Commission Expires:	SANDRA LEE GOMPTON  Notary Public - Notary Seal  STATE OF MISSOURI

STATE OF MISSOURI County of St. Louis COMMISSION NO. 07480915

Signature Richard S. Hotchkiss M.D.  8/10/09 Date
IOME ADDRESS: 566 SRB
ACKNOWLEDGMENT
STATE OF MISSOURI)
SITY OF St. Louis ) SS.
on this 10 day of August, 2009, before me, a Notary Public, ersonally appeared List Hotelstown to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed aid instrument as his free act and deed.
n Testimony Whereof, I have hereunto set my hand and affixed my official seal ne day and year first above written.
Staron K. Stark
ly Commission Expires: Sharon Notary Public
St. Louis County, State of Missouri My Commission Expires 9/9/2010 Commission Number 06394450

Signature -- William G. Hawkins

HOME ADDRESS:

3/31/09
Date

**ACKNOWLEDGMENT** 

STATE OF MISSOURY ) SS.

CITY OF Jt. Lovis )

On this 3/ day of March , 2009, before me, a Notary Public, personally appeared william & Houkins, known to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed said instrument as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal

the day and year first above written.

Aunita J. Juller Notary Public

My Commission Expires:

6/13/2009 [SEAL]

"NOTARY SEAL"

Juanita H. Fuller , Notary Public
St. Louis County, State of Missouri
My Commission Expires 6/13/2009

Commission Number 05440788

llulusa	<u>8/7/6</u>
Signature Rebecca L. Aft MD, I	PND 'Dat
HOME ADDRESS: 3348 CSRB	
ACKNOWLED	OGMENT
On this 7th day of Accuse , 20 personally appeared Resca Acr, kr and who executed, the foregoing assignment as his free act and deed.	nown to me to be the person described, in
In Testimony Whereof, I have hereunto set the day and year first above written.	my hand and affixed my official seal
Notary Public Anderson	
My Commission Expires:	MARJORIE C. ANDERSON Notary Public-Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires April 12, 2011 Commission # 07476752

PATENT

REEL: 023098 FRAME: 0542

Suwanna Vangveravone	3/31/09
Signature Suwanna Varigveravong	Date
HOME ADDRESS.	

HOME ADDRESS: Campus Box 8225

### **ACKNOWLEDGMENT**

STATE OF Missouri	
CITY OF St Lows ) SS.	
On this 31 day of March, 2009, before me, a Notary Public, personally appeared Vang Vang Vang Vang Vang Vang Vang Vang	
In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.	
Notary Public	SANDRA LEE COMPTON Notary Public - Notary Seal

My Commission Expires:

6-12-2011 [SEAL]

STATE OF MISSOURI
County of St. Louis
COMMISSION NO. 07480915

Thude /h	2009-07-27	
Signature – Zhude Tu	Date	
HOME ADDRESS: 10329 Ca	ble ave - c., M0 63131	
Frontena	- Mo 6313/	
ACKNOW	EDGMENT	
STATE OF MISSOUR;		
CITY OF St. LOUIS	) SS.	
On this 28 day of July, 2009, before me, a Notary Public, personally appeared 2hude Tu, known to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed said instrument as his free act and deed.		
In Testimony Whereof, I have hereunto the day and year first above written.	set my hand and affixed my official seal	
Notaly Public	_	
My Commission Expires: 09/22/20/0 [SEAL]	"NOTARY SEAL " Lynn M. Lammers, Notary Public St. Louis City, State of Missouri My Commission Expires 9/22/2010 Commission Number 06393868	

**RECORDED: 08/13/2009**