

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Ernest E. KUN	11/22/1991
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Octamer, Inc.
<b>Street Address:</b>	392 Cecilia Way
<b>City:</b>	Tiburon
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94920-2105
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5877185
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	658142600121
<b>NAME OF SUBMITTER:</b>	Kimberly A. Bolin
<b>Total Attachments: 2</b> source=Kun_Assignment_07780809#page1.tif source=Kun_Assignment_07780809#page2.tif	

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**PATENT**  
**REEL: 023107 FRAME: 0596**

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Ernest E. Kun, a resident of 8 Helens Lane, Mill Valley, California (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

ADENOSINE DIPHOSPHORIBOSE POLYMERASE BINDING NITROSO AROMATIC COMPOUNDS USEFUL AS ANTI-TUMOR AND ANTI-RETROVIRAL AGENTS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention on the 21 day of Nov., 1991;

said application having SC/Serial Number 07/780,809 and filed on the 22nd day of October, 1991.

WHEREAS Octamer, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at Four Embarcadero Center, 14th Floor, San Francisco, California 94111, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents,

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shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissue of any of said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

Ernest Kun  
(Inventor's Signature)

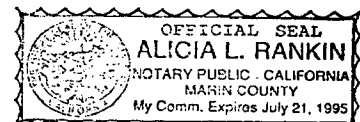
State of CALIFORNIA )  
County of MARIN )

On 11/22/91 before me, ALICIA RANKIN - NOTARY PUBLIC  
(name and title of officer)

personally appeared ERNEST E. KUN  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Alicia L. Rankin  
TITLE ALL CAPS  
NOTARY PUBLIC



(Seal)

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