

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Howard Hughes Medical Institute	10/06/2009
RECEIVING PARTY DATA	
Name:	President and Fellows of Harvard College
Street Address:	17 Quincy Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02138
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11605842
Application Number:	12012524
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	2790
NAME OF SUBMITTER:	Anne I. Craig
Total Attachments: 3 source=2790 Zhuang US App 11_605,842 and 12_012,524 HHMI to HU Assignment w Appt of Agent#page1.tif source=2790 Zhuang US App 11_605,842 and 12_012,524 HHMI to HU Assignment w Appt of Agent#page2.tif	

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PATENT

APPOINTMENT OF INVESTIGATOR AS AGENT

Appointment by the Howard Hughes Medical Institute (the "Institute") of Xiaowei Zhuang, D.Phil, an employee of the Institute, as its agent for the purpose of assigning certain rights to The President and Fellows of Harvard College (the "College").

WHEREAS, the Institute and the College collaborate in the active conduct of medical research pursuant to an Agreement between them dated as of January 1, 1987 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Institute has agreed to assign to the College the Institute's rights with respect to inventions, discoveries, improvements, and other intellectual property, whether patentable or copyrightable (each a "Subject Property"), conceived or reduced to practice in the course of the research program conducted under the Agreement by employees of the Institute;

WHEREAS, research conducted pursuant to the Agreement by Xiaowei Zhuang, D.Phil while employed by the Institute at the College has resulted in the invention of a certain Subject Property entitled "Stochastic Optical Reconstruction Microscopy (STORM) Provides Sub-Diffraction-Limit Image Resolution," which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

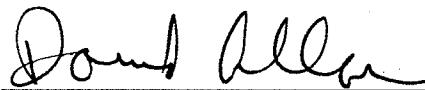
WHEREAS, the Institute wishes Xiaowei Zhuang, D.Phil to act as its agent for the purpose of assigning to the College the rights the Institute has in the Invention by reason of the research program conducted at the College,

NOW THEREFORE, the Institute hereby appoints Xiaowei Zhuang, D.Phil as its agent for the purpose of assigning the rights the Institute has or may acquire in the Invention by reason of the research program conducted at the College to the College in accordance with and subject to the conditions of the Agreement.

Executed November 21, 2006

HOWARD HUGHES MEDICAL INSTITUTE

By: _____



David A. Clayton, PhD
Vice President and Chief Scientific Officer

ATTESTED:



Craig A. Alexander
Vice President and General Counsel

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HHMI 03375

PATENT
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ASSIGNMENT

Assignor:
HOWARD HUGHES MEDICAL INSTITUTE
4000 Jones Bridge Road
Chevy Chase, MD 20815

Assignee:
PRESIDENT AND FELLOWS OF HARVARD COLLEGE
17 Quincy Street
Cambridge, MA 02138

WHEREAS, I, Xiaowei Zhuang, of Cambridge, Massachusetts, as a duly appointed agent of Howard Hughes Medical Institute (HHMI), have developed certain inventions described in U.S. Patent Application No. 11/605,842 filed 11/29/06, entitled: "Sub-diffraction Image Resolution and Other Imaging Techniques" and in U.S. Patent Application No. 12/012,524 filed 02/01/08, entitled: "Sub-Diffraction Image Resolution and Other Imaging Techniques", and having full right to convey HHMI's entire right, title, and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

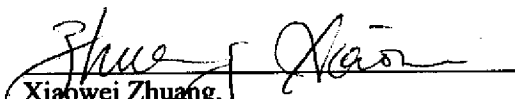
WHEREAS, PRESIDENT AND FELLOWS OF HARVARD COLLEGE ("Assignee"), a non-profit corporation of the state of Massachusetts, having its principal place of business at 17 Quincy Street, Cambridge, Massachusetts 02138, is desirous of acquiring the entire right, title, and interest in and to said invention or inventions and any and all patents to be obtained therefore;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned does hereby sell, assign, transfer, and set over unto said Assignee, its successors and assigns, HHMI's entire right, title, and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title,

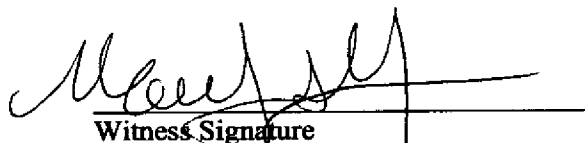
and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part, or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agrees, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence of interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; executed and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned had hereunto set his/her hand and seal on the date after his/her signature.


Xiaowei Zhuang,
For myself and as agent of HHMI

10/06/09
Date


Witness Signature

10/06/09
Date

Matthew Kilroy
Witness's Printed Name