# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Peter S. Kim	02/12/2009
Vladimir Malashkevich	11/05/2009

#### **RECEIVING PARTY DATA**

Name:	Howard Hughes Medical Institute	
Street Address:	4000 Jones Bridge Road	
City:	Chevy Chase	
State/Country:	MARYLAND	
Postal Code:	20815-6789	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09746742

#### **CORRESPONDENCE DATA**

Fax Number: (978)341-0136

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

Phone: 978-341-0036

Email: jane.morgan@hbsr.com
Correspondent Name: Anne J. Collins, Esq.

Address Line 1: 530 Virginia Road, Box 9133

Address Line 2: Hamilton Brook Smith & Reynolds PC
Address Line 4: Concord, MASSACHUSETTS 01742-9133

ATTORNEY DOCKET NUMBER: 0399.1192-008

NAME OF SUBMITTER: Jane Morgan

Total Attachments: 4

source=03991192008 Kim, Malashkevich Asg#page1.tif source=03991192008 Kim, Malashkevich Asg#page2.tif

501164359 PATENT REEL: 024322 FRAME: 0679

09746742

CH \$40.00

source=03991192008 Kim, Malashkevich Asg#page3.tif source=03991192008 Kim, Malashkevich Asg#page4.tif

# **ASSIGNMENT**

Assignment made 12th Jebrung, 2003 by Peter S. Kim ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation ("HHMI").

## Recitals

WHEREAS, Inventor was an employee of HHMI and, as a condition of his employment, has signed the Agreement appended to HHMI's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to HHMI all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by HHMI funds or funds under the control of HHMI (each a "Subject Property") and (b) to execute any agreements that may be desired by HHMI in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented "Inhibitors of HIV Membrane Fusion" which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to HHMI, and HHMI desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

- 1. Assignment. Inventor hereby assigns to HHMI his entire right, title, and interest in the Invention; any United State patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Inhibitors of HIV Membrane Fusion" filed in the United States Patent and Trademark Office on December 21, 2000 with Serial Number 09/746,742), and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.
- 2. <u>Cooperation</u>. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to HHMI and to assist HHMI (or others at the direction of HHMI) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. <u>Parties.</u> The terms and provisions of the Assignment shall inure to the benefit of HHMI and its successors and assigns and shall be binding on the Inventor and his heirs, personal representatives and assigns.		
any assignment, contract, o	Inventor:  Inventor warrants and represents that he has not entered into r understanding in conflict herewith, and that there is no other person required in order for the Inventor to make the assignment contained  Inventor:  Peter S. Kim,	
State of Pennsylvania		
County of montgone		
	ally appeared before me the above-named Peter S. Kim and uted the foregoing instrument in his authorized capacity this day	
(SEAL)	Notary Public: Marietta C. Lugg <u>manetta V. Quiga</u> (print name)	
	My Commission Expires: April 30, 2009	
HOST_INVN_NO HHMI_INVN_NO 866276_I	COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Marietta V. Quigg, Notary Public  Upper Gwynedd, Montgomery County  My Commission Expires April 30, 2009	

# **ASSIGNMENT**

Assignment made 100. 5, 2009 by Vladimir Malashkevich ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation ("HHMI").

## Recitals

WHEREAS, Inventor was an employee of HHMI and, as a condition of his employment, has signed the Agreement appended to HHMI's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to HHMI all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by HHMI funds or funds under the control of HHMI (each a "Subject Property") and (b) to execute any agreements that may be desired by HHMI in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented "Inhibitors of HIV Membrane Fusion" which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to HHMI, and HHMI desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

- 1. Assignment. Inventor hereby assigns to HHMI his entire right, title, and interest in the Invention; any United State patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Inhibitors of HIV Membrane Fusion" filed in the United States Patent and Trademark Office on December 21, 2000 with Serial Number 09/746,742), and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.
- 2. <u>Cooperation</u>. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to HHMI and to assist HHMI (or others at the direction of HHMI) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3.4

3. <u>Parties</u> . The terms and probenefit of HHMI and its successors and assigns a heirs, personal representatives and assigns.	ovisions of the Assignment shall inure to the and shall be binding on the Inventor and his
4. <u>Warranty</u> . Inventor warra any assignment, contract, or understanding in coor entity whose consent is required in order for therein.  Inventor:	<i>"</i>
inventor.	Vladimir Malashkevich
State of MEW JORK  County of BRONX	
	olic: Elizabeth Piñzón  (print name)
My Commission Expires September 12, 2013	My Commission Expires: 09-12 - 2013
HOST_INVN_NO HHMI_INVN_NO	

866404\_1

RECORDED: 05/03/2010