PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
	Y DATA	I			
Name				Execution Date	
James Joseph Cronican				06/23/2010	
David B. Thompson				06/23/2010	
Howard Hughes Me	dical Institute			07/16/2010	
RECEIVING PARTY	DATA				
Name:	President and	President and Fellows of Harvard College			
Street Address:	17 Quincy Stre	et			
City:	Cambridge				
State/Country:	MASSACHUSE	ETTS			
Postal Code:	02138				
Property Type PCT Number: US		Number S1001250			
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		IS1001250			
Application Number	: 6	1321428			
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Application Number Application Number CORRESPONDENC Fax Number: <i>Correspondence will</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	E DATA (617)495- be sent via US M (617) 495 denlyn_at e: Anne Crai 1350 Mas Harvard L Cambridg	1321428 1173430 9568 <i>fail when the fax attempt is</i> -3058 herton@harvard.edu g sachusetts Ave Iniversity, Office of Tech. D e, MASSACHUSETTS 021	ev. 38		

Total Attachments: 14 source=HHMI assignment and agent docs#page1.tif source=HHMI assignment and agent docs#page2.tif source=HHMI assignment and agent docs#page3.tif source=HHMI assignment and agent docs#page5.tif source=HHMI assignment and agent docs#page5.tif source=Assignment Executed#page1.tif source=Assignment Executed#page2.tif source=Assignment Executed#page3.tif source=Assignment Executed#page3.tif source=Assignment Executed#page4.tif source=Assignment Executed#page5.tif source=Assignment Executed#page5.tif source=Assignment Executed#page5.tif source=Assignment Executed#page6.tif source=HHMI assignment#page1.tif

3204 Liu

HHMI HOWARD HUGHES MEDICAL INSTITUTE

KECENVE

September 23, 2008

SEP 2 9 2008

OFFICE OF TECHNOLOGY DEVELOPMENT

David R. Liu, PhD Investigator Howard Hughes Medical Institute Harvard University Department of Chemistry and Chemical Biology 12 Oxford Street Cambridge, MA 02138

Dear Dr. Liu:

I have received the executed form assigning your rights in the invention entitled "A Superpositively Charged Protein is Cell Permeable and a Potent RNAi Transfection Agent," which is set forth on the invention disclosure dated April 2, 2008 (the "Invention"). HHMI has adopted the practice of appointing you as HHMI's agent for the purpose of assigning its rights in the Invention to President and Fellows of Harvard College ("Institution"), as required under the collaborative arrangement between HHMI and Institution. Enclosed with this letter is an executed document appointing you as HHMI's agent for this purpose. I am sending a copy of the assignment(s), this letter and its enclosure to Denlyn K. Atherton at Institution.

As you are probably aware, you will be asked to execute an assignment of rights to Institution in the event a patent application is filed with respect to the Invention. To ensure that HHMI's rights are properly assigned to Institution, it is important that you have the enclosed executed document with you when you execute that assignment and that, after your signature, you write in "for himself and as agent for the Howard Hughes Medical Institute." If you have any questions at all about this procedure or your role in it, please contact me.

Sincerely,

Son Solut

Sue S. Ohata Manager of Intellectual Property Howard Hughes Medical Institute

Enclosure cc: Ms. Denlyn K. Atherton

Sue S. Ohata Manager of Intellectual Property 29241601 4000 Jones Bridge Road Chevy Chase, Maryland 20815-6789 301.215.8500 • Fax 240.497.2322 • ohatas@hhmi.org

APPOINTMENT OF INVESTIGATOR AS AGENT

Appointment by the Howard Hughes Medical Institute ("HHMI") of David R. Liu, PhD, an employee of HHMI, as its agent for the purpose of assigning certain rights to President and Fellows of Harvard College ("Institution").

WHEREAS, HHMI and Institution collaborate in the active conduct of medical research pursuant to an Agreement between them dated as of April 14, 2003 (the "Agreement");

WHEREAS, pursuant to the Agreement, HHMI has agreed to assign to Institution HHMI'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 HHMI;

WHEREAS, research conducted pursuant to the Agreement by David R. Liu, PhD while employed by HHMI at Institution has resulted in the invention of a certain Subject Property entitled "A Superpositively Charged Protein is Cell Permeable and a Potent RNAi Transfection Agent," which is the subject of a patent application entitled "Superpositively-Charged Proteins for Nucleic Acid Delivery" filed in the U.S. Patent and Trademark Office on April 28, 2008 with Serial Number 61/048,370 (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, HHMI wishes David R. Liu, PhD to act as its agent for the purpose of assigning to Institution the rights HHMI has in the Invention by reason of the research program conducted at Institution.

NOW THEREFORE, HHMI hereby appoints David R. Liu, PhD as its agent for the purpose of assigning the rights HHMI has or may acquire in the Invention by reason of the research program conducted at Institution to Institution in accordance with and subject to the conditions of the Agreement.

Executed: September 23, 2008

HOWARD HUGHES MEDICAL INSTITUTE

By:

Jack E. Dix m. Jack E. Dixon, PhD

Vice President and Chief Scientific Officer

ATTESTED: Craig A Alexander

Vice President and General Counsel

3204 HHMI 03957

ASSIGNMENT

Assignment made <u>Jne</u> <u>24</u>, 2007, by David R. Liu, PhD ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation ("IIIIMI").

Recitals

WHEREAS, Inventor is 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 "A Superpositively Charged Protein is Cell Permeable and a Potent RNAi Transfection Agent" 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. <u>Assignment</u>. 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 "Superpositively-Charged Proteins for Nucleic Acid Delivery" filed in the United States Patent and Trademark Office on April 28, 2008 with Serial Number 61/048,370), 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.

Parties. The terms and provisions of the Assignment shall inure to the 3. benefit of HHMI and its successors and assigns and shall be binding on the Inventor and his heirs, personal representatives and assigns.

Warranty. Inventor warrants and represents that he has not entered into 4. any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor: David R. Liu, PhI

Commonwealth of Massachusetts

County of Middlesex

Then personally appeared before me the above-named David R. Liu, PhD and acknowledged that he executed the foregoing instrument in his authorized capacity this 24 day of June , 2005.

(SEAL)

Notary Public: John Randazzo John Randazzo (print name)

print nam

JOHN L. RANDAZZO My Commission Expires: NOTARY PUBLIC My Commission Expires April 30, 2010

3204 HHMI 03957

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ASSIGNMENT

Assignment made <u>مرمع احمل</u>, 20**98**, by Brian R. McNaughton, PhD ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation ("HHMI").

Recitals

WHEREAS, Inventor is 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 "A Superpositively Charged Protein is Cell Permeable and a Potent RNAi Transfection Agent" 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. <u>Assignment</u>. 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 "Superpositively-Charged Proteins for Nucleic Acid Delivery" filed in the United States Patent and Trademark Office on April 28, 2008 with Serial Number 61/048,370), 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. Parties. 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.

4. Warranty. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor:

Brian R. McNaughton, PhD

Commonwealth of Massachusetts

County of Middlarer

Then personally appeared before me the above-named Brian R. McNaughton, PhD and acknowledged that he executed the foregoing instrument in his authorized capacity this <u>19</u> day of <u>September</u>, 20<u>08</u>

(SEAL)

Notary Public: John J. Candago John L. RANDAZZO

My Commission Expires: 4/30/2010

3204 HHMI 03957

JOHN L. RANDAZZO NOTARY PUBLIC My Commission Expires April 30, 2010

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned:

David R. Liu, Brian R. McNaughton, James J. Cronican, and David B. Thompson

(hereafter "Assignors") hereby assign, sell, and transfer to:

President and Fellows of Harvard College 17 Quincy Street, Cambridge, Massachusetts 02138

(hereafter "Assignee") its successors and assigns, Assignors' entire right, title and interest throughout the world in and to any and all inventions and improvements for:

Supercharged Proteins for Cell Penetration

described in International PCT Patent Application No. PCT/US10/01250 filed 04/28/2010 which claims priority to Provisional Patent Application No. 61/321,428 filed 04/06/2010 and claims priority to Provisional Patent Application No. 61/173,430 filed 04/28/2009; and in and to the aforesaid application(s), in any form or embodiment thereof, and in and to any application filed in this and any foreign country based thereon, including the right to file said 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 authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

Assignors hereby warrant that they have full right to convey their 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

Assignors further agree, without 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 for interference purposes or for other legal proceedings, whenever requested; testify in any interference or other legal proceedings whenever

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requested; execute 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 representatives or agents, or its successors or assigns to secure, obtain and enforce proper patent protection for said invention or inventions in this and any foreign country.

The undersigned hereby authorize assignee or assignee's representative to insert into this Assignment said application serial number(s) and filing date(s) if not known at the time of execution of this assignment.

Date	David R. Liu
Date	Witness
	Witness's Printed Name
6/22/10 Date	Brian R. McNaughton
6/22/10 Date	Ebabeth mccay Witness
	ELizaBETH MeCoy Witness's Printed Name

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Date James J. Cronican Date Witness Witness's Printed Name Date **David B. Thompson** Date Witness Witness's Printed Name ,

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned:

David R. Liu, Brian R. McNaughton, James J. Cronican, and David B. Thompson

(hereafter "Assignors") hereby assign, sell, and transfer to:

President and Fellows of Harvard College 17 Quincy Street, Cambridge, Massachusetts 02138

(hereafter "Assignee") its successors and assigns, Assignors' entire right, title and interest throughout the world in and to any and all inventions and improvements for:

Supercharged Proteins for Cell Penetration

described in International PCT **Patent Application No. PCT/US10/01250** filed 04/28/2010 which claims priority to Provisional Patent Application No. 61/321,428 filed 04/06/2010 and claims priority to Provisional Patent Application No. 61/173,430 filed 04/28/2009; and in and to the aforesaid application(s), in any form or embodiment thereof, and in and to any application filed in this and any foreign country based thereon, including the right to file said 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 authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

Assignors hereby warrant that they have full right to convey their 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

Assignors further agree, without 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 for interference purposes or for other legal proceedings, whenever requested; testify in any interference or other legal proceedings whenever

requested; execute 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 representatives or agents, or its successors or assigns to secure, obtain and enforce proper patent protection for said invention or inventions in this and any foreign country.

The undersigned hereby authorize assignee or assignee's representative to insert into this Assignment said application serial number(s) and filing date(s) if not known at the time of execution of this assignment.

6-22-10 Date David R. Liu 6-22-10 ARKOVIC ALEKS Date Witness Witness's Printed Name

Date	Brian R. McNaughton
Date	Witness

Witness's Printed Name

Patent Assignment HU Case 3204 Appln. No(s): 61/173,430; 61/321,428; PCT/US10/01250 6-)3-10 Date James J. Cronican MARKOVIC ALEKS <u>6-23 - 10</u> Date Witness Witness's Printed Name

6-23-10 Date

David B. Thompson

6-23-10

Date

MARKOVIC ALEKS

Witness

Witness's Printed Name

HU 3204

ASSIGNMENT

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

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

WHEREAS, I, David R. Liu, of Lexington, MA, as a duly appointed agent of Howard Hughes Medical Institute (HHMI), have developed certain inventions described in International PCT Patent Application No. PCT/US2010/001250 filed April 28, 2010, entitled: "Supercharged Proteins for Cell Penetration" which claims priority to Provisional Patent Application No. 61/321,428 filed April 6, 2010, entitled: "Supercharged Proteins for Cell Penetration", and Provisional Patent Application No. 61/173,430 filed April 28, 2009, entitled: "Supercharged Proteins for Cell Penetration", 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 acknowledge 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.

David R. Liu

Witness Signature

MARKOVIC

Witness's Printed Name

7-16-10

Date

7/16/10

Date

RECORDED: 08/02/2010