

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Sanford D. Markowitz	08/02/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Howard Hughes Medical Institute
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Internal Address:	UCRC, Room 200
City:	Cleveland
State/Country:	OHIO
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<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12676817
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NAME OF SUBMITTER:	Ginny Blundell
Total Attachments: 2 source=CWRU_014_301_HHMI_Assignment#page1.tif source=CWRU_014_301_HHMI_Assignment#page2.tif	

**CH \$40.00 12676817**

ASSIGNMENT

Assignment made August 2010, 2010 by Sanford D. Markowitz, M.D., Ph.D. ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

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

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute 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 Institute funds or funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented the patent application entitled "METHODS FOR DIAGNOSING AND TREATING CANCERS" was filed in the United States Patent and Trademark Office as a national stage filing on March 5, 2010 under 35 U.S.C. 371 of International Application No. PCT/US2008/010395, filed on September 5, 2008, and assigned U.S. Patent Application No. 12/676,817 (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 the Institute, and the Institute desires the execution of a formal assignment of all 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 the Institute 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, 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. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assigning Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the

direction of the Institute) 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 the Institute 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: S. D. Markowitz  
Sanford D. Markowitz, M.D., Ph.D.

State of OH )  
County of Cuyahoga )

Then personally appeared before me the above-named Sanford D. Markowitz, M.D., Ph.D. and acknowledged that he executed the foregoing instrument in his authorized capacity this 2<sup>nd</sup> day of August, 2010.

Notary Public: [Signature]

(SEAL)

Hongman Chen  
(Print Name)

My Commission Expires: 9/28/2013

