

PATENT ASSIGNMENT

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CONVEYING PARTY DATA	
Name	Execution Date
University of Virginia	08/26/2008
RECEIVING PARTY DATA	
Name:	University of Virginia Patent Foundation
Street Address:	250 West Main Street, Suite 300
City:	Charlottesville
State/Country:	VIRGINIA
Postal Code:	22902
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Property Type	Number
Application Number:	12470017
CORRESPONDENCE DATA	
Fax Number:	(434)924-2493
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	434-924-2173
Email:	kmoore@uvapf.org
Correspondent Name:	University of Virginia Patent Foundation
Address Line 1:	250 West Main Street, Suite 300
Address Line 4:	Charlottesville, VIRGINIA 22902
ATTORNEY DOCKET NUMBER:	01334-09
NAME OF SUBMITTER:	Rodney L. Sparks
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ASSIGNMENT

WHEREAS, the **University of Virginia**, One Morton Drive, P. O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignor") possesses the right, title and interest for and in an invention entitled

"BENZOCYCLOHEPTYL ANALOGS HAVING SPHINGOSINE 1-PHOSPHATE RECEPTOR ACTIVITY"

described in U.S. Provisional Patent Application Serial No. 60/860,781, filed November 21, 2006; U.S. Provisional Patent Application Serial No. 60/956,354, filed August 16, 2007; International Patent Application No. PCT/US2007/085433 filed November 21, 2007; and any subsequent patent applications claiming priority thereto; and

WHEREAS, the **University of Virginia Patent Foundation**, a non-profit organization having a place of business at 250 West Main Street, Suite 300, Charlottesville, Virginia 22902 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes, or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignor a royalty free non-transferable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

