

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	
Andrei A. Gakh	07/12/2010
Mykhaylo V. Vovk	07/12/2010
Nina V. Mel'nychenko	07/12/2010
Volodymyr A. Sukach	07/12/2010
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State/Country:	DISTRICT OF COLUMBIA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12862168
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PATENT ASSIGNMENT FORM

WHEREAS, we, Andrei A. Gakh, Mykhaylo V. Vovk, Nina V. Mel'nychenko and Volodymyr A. Sukach, citizens of United States, Ukraine, Ukraine, and Ukraine, respectively, have invented certain new and useful improvements in **Novel anti-cancer agents based on 6-trifluoromethoxybenzimidazole Derivatives and Method of Making** for which we are about to file an application for United States Letters Patent identified as **S-120,001**, executed by us on 07/12/10, 02/12/10, 07/12/10, and 07/12/10, respectively, and;

WHEREAS, the invention was made under Project Agreement #3548p between the International Science and Technology Center (ISTC), the Department of Energy of the United States of America (DOE), and the Chemical Diversity Research Institute.

WHEREAS, said Project Agreement #3548p, Annex III, Intellectual Property, provides that the entire right, title and interest to subject inventions in all countries, including the United States, other than the New Independent States, is granted to the Collaborator/Technical Monitor, designated by DOE (Partner in said Project Agreement) to be Mr. Andrei A. Gakh. Pursuant to Article 13.2 of said Project Agreement, the Collaborator/Technical Monitor has been designated by DOE to be its project-specific authorized representative.

WHEREAS, Collaborator/Technical Monitor, Mr. Gakh, DOE's authorized representative for this project, is desirous of Partner, DOE, obtaining all rights and obligations of the Collaborator/Technical Monitor under the said Project Agreement, including administration of rights in subject inventions, and royalty sharing obligations set forth in said Project Agreement.

WHEREAS, the Government of the United States of America, as represented by DOE, desires to acquire the entire right, title and interest in and to said invention and in and to any Letters Patents wherever they may be issued thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar to us in hand paid by the Government of the United States, and for other good and valuable consideration, the receipt of which is hereby acknowledged, we by these presents do sell, assign, and transfer unto the said Government of the United States as represented by the United States Department of Energy, the entire right, title, and interest in and to the said invention and in and to any and all Letters Patents wherever they may be granted thereon as well as reissues and extensions of said Letters Patent, the same to be held and enjoyed by the said Government of the United States or its assigns to the full end of the term or terms for which Letters Patents are or may be granted, reissued, or extended, as fully and entirely as the same would have been held or enjoyed by us had this assignment not been made.

We agree to make, execute, and deliver unto the Government of the United States, any and all papers, documents, affidavits, renewal, divisional and reissue applications, statements, or other instruments in such usual or other forms, with terms and contents as may be required by the United States Government, or its duly authorized representative, in or incident to the prosecution or conduct of any and all applications, before as well as after, the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences or other actions or proceedings that said applications may encounter or in which they may become involved, and we agree that we will aid the Government of the United States in every way in protecting the invention as may be requested, except that any expenses arising through extending such assistance will be paid for by proper arrangement with the Government of the United States.

To the extent the United States Department of Energy licenses the invention to a third party which results in income therefrom, the Chemical Diversity Research Institute, ("Recipient" under said Project Agreement), and the United States Department of Energy will share the net income therefrom, fifty percent (50%) to Recipient and fifty percent (50%) to DOE. Net income is gross income less any expenses and costs associated with the licensing of a Subject Invention, including, but not limited to, the

cost of preparing, prosecuting and maintaining patents covering said Subject Invention, and inventor's share, as set forth below.

Inventors, or, if applicable, co-inventors, shall share, equally among themselves, fifteen percent (15%) of any royalties or gross income earned from licensing of said invention.

WITNESS:

[Signature]

INVENTORS:

[Signature] 07/12/2010
Andrei A. Gakh Date

WITNESS:

[Signature] 12 July 2010
Mykhaylo V. Vovk Date

WITNESS:

[Signature] 12 July 2010
Nina V. Mel'nychenko Date

WITNESS:

[Signature] 12 July 2010
Volodymyr A. Sukach Date

WITNESS:

[Signature]
Prof Serghuchen Yu. A. *[Signature]*

ACCEPTED for the benefit of the Government of the United States of America.

WITNESS:

[Signature]

UNITED STATES DEPARTMENT OF ENERGY

[Signature]
John T. Lucas
Acting Assistant General Counsel for
Technology Transfer and Intellectual Property