#### 502090536 10/10/2012

### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Michel C. Nussenzweig	08/01/2011
Pamela J. Bjorkman	08/01/2011

#### **RECEIVING PARTY DATA**

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

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13558312

### **CORRESPONDENCE DATA**

Fax Number: 6265778800

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

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ATTORNEY DOCKET NUMBER:	69598/C766 NBC/CLM
NAME OF SUBMITTER:	Nicole Ballew Chang

Total Attachments: 4

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PATENT REEL: 029107 FRAME: 0398

## **ASSIGNMENT**

Assignment made (1) (1) ("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 "Improving Anti-HIV Antibodies that Target the CD4 Binding-Site by Substituting Residue 54 of the Heavy Chain to a Residue with a Hydrophobic Sidechain that Mimics Phe43 of CD4" 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 States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Improving Anti-HIV Antibodies that Target the CD4 Binding-Site by Substituting Residue 54 of the Heavy Chain to a Residue with a Hydrophobic Sidechain that Mimics Phe43 of CD4" filed in the United States Patent and Trademark Office on July 25, 2011 with Serial Number 61/511,425), 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.
- Cooperation. 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

PATENT REEL: 029107 FRAME: 0399 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 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:

State of New York

County of New York

Then personally appeared before me the above-named Michel C. Nussenzweig, MD. PhD and acknowledged that he executed the foregoing instrument in his authorized capacity

this / day of wast , 20/

(SEAL)

MARGUERITE T. NILTY

My Commission Expires: 08/31

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ASS	IGN	IME	TV

		Assignment made	08/0	, 20 <u></u> , by Pam	ela J. Bjorkman, PhD
(	("Inventor") t	to the Howard Hughes	Medical Instit	ute, a Delaware cor	poration ("HHMI").

#### Recitals

WHEREAS, Inventor is an employee of HHMI and, as a condition of her 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 she 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 "Improving Anti-HIV Antibodies that Target the CD4 Binding-Site by Substituting Residue 54 of the Heavy Chain to a Residue with a Hydrophobic Sidechain that Mimics Phe43 of CD4" 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 her 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 her entire right, title, and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Improving Anti-HIV Antibos es that "Bright the CD4 Binches-Sie by Substituting Residue 54 of the Heavy Chain to a lesionic with a Triding phoby didection that Mimics Phe43 of CD4" filed in the United States atent and Tradepark Office as Jor 25, 2011 with Serial Number 61/511,425), and any and all states inseed the reform all the distances 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

PATENT REEL: 029107 FRAME: 0401 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 her heirs, personal representatives and assigns.
- Warranty. Inventor warrants and represents that she 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:

State of California

County of US ANGELES

On OI AUGUST 2011 before me, M.R. WIRNER NOTARY KIGHT personally appeared Parman Janus Drawman who proved to me on the basis of satisfactory evidence to be the person(e) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that he she they executed the same in his mer their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public:

(print name)

My Commission Expires: 17 OCT 2012

CIT 5930 HHMI 04922

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**RECORDED: 10/10/2012**