

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Boston Biomedical Research Institute	04/02/2013
RECEIVING PARTY DATA	
Name:	University of Massachusetts
Street Address:	225 Franklin Street
Internal Address:	33rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11057390
CORRESPONDENCE DATA	
Fax Number:	8777697945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(617) 542-5070
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Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	07917-0360001
NAME OF SUBMITTER:	Roselynn Scarfo
Signature:	/Roselynn Scarfo/
Date:	05/31/2013

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**Total Attachments: 5**

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## Invention Release and Assignment

This letter agreement ("Agreement"), effective on the date of the latest in time of the signatures below ("Effective Date"), defines the terms of agreement between the University of Massachusetts ("UMASS") acting by and through its Medical School and the Boston Biomedical Research Institute ("BBRI") for release of rights as further detailed below, subject to acceptance of all of the terms and conditions below.

### 1. Background

- 1.1 The "Invention" is defined as the inventions described and/or claimed in the issued and pending US patents and patent applications listed in Schedule A, including divisions, substitutions, extensions and continuation-in-part applications (only to the extent, however, that claims in the continuation-in-part applications are entitled to the priority filing date of the above-listed parent patent application); any patents issuing on said applications or continuing applications including reissues; and any corresponding foreign patents or applications.
- 1.2 "Patent Rights", as referred to in this Agreement, means BBRI's rights to the claims of the Invention.
- 1.3 BBRI is assigning the Invention in accordance with the terms and conditions of this Agreement.

### 2 Terms

- 2.1 Rights Released. To the extent legally able to do so, and subject to the terms and conditions below, BBRI hereby voluntarily releases, transfers, conveys and assigns (hereinafter, "release" or "releases") to UMASS all right, title and interest in and to the Invention. The release of Patent Rights is solely to the extent that, under the U.S. Patent Laws, the Patent Rights are supported by the express content of the Invention. If the Invention is jointly owned by BBRI and a third party, the release of rights will apply only to BBRI's undivided interest in the Invention.
- 2.2 Reimbursement of Patent Costs.
  - 2.2.1 Expenditures incurred by BBRI prior to March 28, 2013. Expenses for preparing, filing and maintaining Patent Rights in the U.S. incurred up to this date are referred to below as "Patent Costs." BBRI is waiving any reimbursement of Patent Costs.
  - 2.2.2 Expenses incurred and future expenses after March 28, 2013. Any expenses incurred on the Invention after this date will be not be the responsibility of BBRI, and are the responsibility of UMASS.
- 2.3 Federal Funding. The Invention was funded under an NIH grant number U54 HD060848.
- 2.4 Third-Party Obligations. With respect to any obligations concerning the Invention owed by BBRI to third parties (sponsors or otherwise) under the agreements listed in Schedule B (hereinafter, "Material Transfer Agreements"), UMASS understands that UMASS is responsible for such obligations as of the Effective Date and UMASS agrees to fulfill any

such obligations, including without limitation obligations under such MTAs, inter-institutional agreements, confidentiality agreements, research agreements, collaboration agreements and purchasing agreements. BBRI hereby voluntarily releases to UMASS all of its right, title and interest in and to the Material Transfer Agreements. Promptly following the Effective Date, BBRI shall deliver to UMASS a letter of introduction for use by UMASS to notify the Recipients under the Material Transfer Agreements of the transfer of rights from BBRI to UMASS.

**2.5 Inventorship.** In the event that UMASS determines an additional inventor of the Invention exists, UMASS is solely responsible for addressing that inventorship status. UMASS understand and agrees that if the additional inventor had no duty of assignment to BBRI for the Invention ("Additional Non-BBRI Inventor"), then the Additional Non-BBRI Inventor may have an undivided interest in the Invention.

**2.6 Liabilities.** As of the Effective Date, UMASS acknowledges and agrees that it assumes all responsibility and liabilities associated with the Patent Rights arising on and after March 28, 2013.

**2.7 Governing Law.** This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Massachusetts, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, except that the scope and validity of any patent or patent application covered by this Agreement will be determined by the applicable law of the country of such patent or patent application.

**2.8 No Representations or Warranties.**

**2.8.1 THIS RELEASE AND THE INVENTION ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. BBRI MAKES NO REPRESENTATION OR WARRANTY THAT PRACTICE OF THE INVENTION WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.**

**2.8.2 IN NO EVENT WILL BBRI BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS RELEASE OR THE USE OF THE INVENTION.**

**2.8.3 BBRI MAKES NO REPRESENTATION OR WARRANTY THAT THE INVENTION AS DOCUMENTED IS COMPLETE OR CORRECT.**

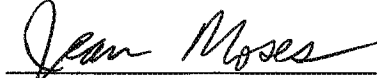
**2.10 No Ongoing BBRI Obligations.** UMASS understands and agrees that patentability of the Invention is subject to all requirements of patent law, and that deadlines may exist with respect to avoidance of loss of patent rights for the Invention. UMASS understands and agrees that BBRI has no obligation to advise UMASS on patentability of the Invention. UMASS understands and agrees that BBRI has no obligation to inform UMASS of future patent filing or prosecution deadlines, and that BBRI assumes no liability by failing to inform UMASS of any such deadlines. UMASS understands and agrees that BBRI has no obligation to, and does not intend to further market or assist in licensing or commercialization of the Invention. UMASS

understands and agrees that further patent prosecution and marketing of the Invention will be at UMASS's own expense.

Please sign below to confirm your acceptance of the terms of this Agreement. This Agreement will not be effective until it is fully executed.

Signed

FOR BBRI



Jean H. Moses  
Boston Biomedical Research Institute  
64 Grove Street  
Watertown MA 02472

FOR UMASS



James P. McNamara, Ph.D.  
University of Massachusetts  
Office of Technology Management  
University of Massachusetts Medical  
School  
222 Maple Avenue  
Shrewsbury, MA 01545 USA

DATE:

4/2/13

DATE:

April 2, 2013

## **SCHEDULE A**

**Compositions and Methods for Diagnosing and treatment of muscular dystrophy, filed 4/12/12, US app. # 61/622,942**

**Inventors: Charles P. Emerson, Jr. ; Jennifer Chen, Oliver D. King**

**Funded by U54 HD060848**

**Inhibition of FGF Signaling, USSN 7,968,527, issued 6/28/11**

**Inventors: Charles P. Emerson, Jr.; Xingbin Ai**

**Funded by**

**Identification and Cloning of a New Subfamily of Sulfatases and Functional Embryonic Techniques for Characterization of such Proteins, USSN 6,562,956, issued 5/13/03**

**Inventors: Charles P. Emerson, Jr.; Gurtej Kaur Dhoot**

**Funded by**

# SCHEDULE B

## MATERIAL TRANSFER AGREEMENTS\*

Invoice Date	Invoice #	Bill To:	Ship To
8/1/11	U54-001	Melanie Erhlich, Tulane Univ Sch of Med	Dr. Koji Tsumagri, Tulane Univ Sch of Med, <b>EMAIL:</b> dmsehrlich@yahoo.com
8/23/11	U54-002	Davide Gabellini, Dulbecco Telethon Inst, Rome, Italy	Dr. Davide Gabellini, San Raffaele Scientific Institute, Milan, Italy; <b>EMAIL:</b> gabellini.davide@hsr.it
9/13/11	U54-003	Service facturier de l'Univ, Marseille, France	DR. Frederique Magdinier, Laboratoire Genetique Medicale et Genomique Fonctionnelle Inserm; <b>EMAIL:</b> frederique.MAGDINIER@univmed.fr
12/19/11	U54-004	Univ Degli Studi Di Milano-Bicocca, Monza, Italy	Dr. Stephanie Francois, Universita Milano Bicocca, Monza, Italy; <b>EMAIL:</b> stephanie.francois1@unimib.it
10/31/11	U54-005	Dean Burkin, Dept of Pharmacology, Univ of Nevada, Reno, NV	Dr. Dean Burkin, University of Nevada; <b>EMAIL:</b> dburkin@medicine.nevada.edu
12/22/11	U54-006	Children's National Med Ctr, Washington, DC	Dr. Yi-Wen Chen, Children's National Medical Center, Washington, DC; <b>EMAIL:</b> ychen@cnmcresearch.org
1/18/12	U54-007	Davide Gabellini, Dulbecco Telethon Inst, Rome, Italy	Dr. Davide Gabellini, San Raffaele Scientific Institute, Milan, Italy; <b>EMAIL:</b> gabellini.davide@hsr.it
1/19/12	U54-008	Judy Mondor, UMASS Med Sch, Worcester, MA	Monica Salani, UMASS Medical Sch, Worcester, MA; <b>EMAIL:</b> Monica.Salani@umassmed.edu
2/7/12	U54-009	Research Inst @ Nationwide Children's Hospital, Columbus, OH	Dr. Scott Q. Harper, The Research Institute @ Nationwide Children's Hosp, Columbus, OH; <b>EMAIL:</b> Scott.Harper@nationwidechildrens.org
3/5/13	U54-010	Univ Degli Studi Di Milano-Bicocca, Monza, Italy	Dr. Stephanie Francois, Universita Milano Bicocca, Monza, Italy; <b>EMAIL:</b> stephanie.francois1@unimib.it
7/18/12	U54-011	Shinichi Takayama	Dr. Shinichi Takayama, BBRI; <b>EMAIL:</b> takayama@bbri.org
1/14/13	U54-11	Brown University	Beth McKechnie, Brown; <b>EMAIL:</b> beth_mckechnie@brown.edu
1/15/13	U54-12	Janice Dominov (MTA pending)	Dr. Janice Dominov, UMMS; <b>EMAIL:</b> janice.dominov@umassmed.edu

\* In the form of outgoing UBMTAs under cover of the Uniform Biological Material Transfer Agreement published in the Federal Register on March 8, 1995. [PLEASE PROVIDE A REPORT ON FEES PAID TO BBRI TO DATE AND ANY PAYMENTS DUE GOING FORWARD, IF ANY]

PATENT

RECORDED: 05/31/2013

REEL: 030527 FRAME: 0010