

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2773274

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUKE WHITESELL	02/03/2014
SUSAN L. LINDQUIST	02/06/2014
HOWARD HUGHES MEDICAL INSTITUTE	02/06/2014
RECEIVING PARTY DATA	
Name:	WHITEHEAD INSTITUTE FOR BIOMEDICAL RESEARCH
Street Address:	NINE CAMBRIDGE CENTER
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US2013047035
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617-646-8000
Email:	patents_hunterb@wolfgreenfield.com
Correspondent Name:	C. HUNTER BAKER
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.
Address Line 2:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	W0571.70032WO00
NAME OF SUBMITTER:	C. HUNTER BAKER, M.D., PH.D.
SIGNATURE:	/C. Hunter Baker/
DATE SIGNED:	03/18/2014
Total Attachments: 7	
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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned Assignor, hereby:

1. Sell, assign, and transfer to Whitehead Institute for Biomedical Research, a Delaware nonprofit corporation, having a place of business at Nine Cambridge Center, Cambridge, Massachusetts, 02142, its successors, assigns, and legal representatives, all hereinafter referred to as the Assignee, my entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the international PCT application filed with the United States Patent and Trademark Office as the Receiving Office on June 21, 2013, under No. PCT/US2013/047035, bearing Attorney Docket No. W0571.70032WO00, and entitled COMPOUNDS FOR TREATING INFECTIOUS DISEASES, and in and to the application and all corresponding provisional, non-provisional, national stage, divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent, utility models, industrial designs, or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including, but not limited to, China, Japan, and Korea, on any of the inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan, and Korea, as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent;
2. Agree that the Assignee may apply for and receive patent and utility model and industrial design registrations for the inventions in its own name; and when requested, without charge to but at the expense of the Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, national stage, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model, and industrial design applications on any and all the inventions, by executing all rightful oaths, assignments, powers of attorney, and other papers, by communicating to the Assignee all facts known to me relating to the inventions and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and for vesting title to the inventions and all applications for patents and all patents on the inventions, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and non-US patent authorities to issue the patent to the Assignee;
4. Covenant with the Assignee that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
5. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

2-3-2014

Date


Inventor: Luke Whitesell

Address: 17 Cottage Avenue

Somerville, Massachusetts 02144

United States of America


Citizenship: US

STATE/Commonwealth of Massachusetts

COUNTY OF Middlesex

On this 3 day of February, 2014, before me, the undersigned notary public, personally appeared Luke Whitesell, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL


Notary Public

My commission expires:

3-4-16



Date _____

Inventor: Susan L. Lindquist, individually and as an Agent
for Howard Hughes Medical Institute

Address: 75 E. Cambridge Parkway
Cambridge, Massachusetts 02142
United States of America

Citizenship: US

STATE/COMMONWEALTH OF _____

COUNTY OF _____:

On this _____ day of _____, before me, the undersigned notary public,
personally appeared Susan L. Lindquist, proved to me through satisfactory evidence of
identification, which were _____,
to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Notary Public

My commission expires: _____

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned Assignor, hereby:

1. Sell, assign, and transfer to Whitehead Institute for Biomedical Research, a Delaware nonprofit corporation, having a place of business at Nine Cambridge Center, Cambridge, Massachusetts, 02142, its successors, assigns, and legal representatives, all hereinafter referred to as the Assignee, my entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the international PCT application filed with the United States Patent and Trademark Office as the Receiving Office on June 21, 2013, under No. PCT/US2013/047035, bearing Attorney Docket No. W0571.70032WO00, and entitled COMPOUNDS FOR TREATING INFECTIOUS DISEASES, and in and to the application and all corresponding provisional, non-provisional, national stage, divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent, utility models, industrial designs, or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including, but not limited to, China, Japan, and Korea, on any of the inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan, and Korea, as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent;
2. Agree that the Assignee may apply for and receive patent and utility model and industrial design registrations for the inventions in its own name; and when requested, without charge to but at the expense of the Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, national stage, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model, and industrial design applications on any and all the inventions, by executing all rightful oaths, assignments, powers of attorney, and other papers, by communicating to the Assignee all facts known to me relating to the inventions and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and for vesting title to the inventions and all applications for patents and all patents on the inventions, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and non-US patent authorities to issue the patent to the Assignee;
4. Covenant with the Assignee that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
5. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Date

Inventor: Luke Whitesell

Address: 17 Cottage Avenue

Somerville, Massachusetts 02144

United States of America

Citizenship: US

STATE/Commonwealth of _____

COUNTY OF _____

On this _____ day of _____, before me, the undersigned notary public,
personally appeared _____ Luke Whitesell _____, proved to me through satisfactory evidence of
identification, which were _____.

to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Notary Public

My commission expires: _____

2/6/2014
Date

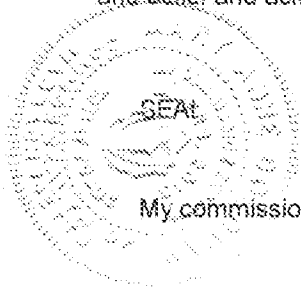
Susan Lindquist
Inventor: Susan L. Lindquist, individually and as an Agent
for Howard Hughes Medical Institute

Address: 75 E. Cambridge Parkway
Cambridge, Massachusetts 02142
United States of America

Citizenship: US

STATE/Commonwealth of MASSACHUSETTS
COUNTY OF Middlesex

On this 6th day of February, 2014, before me, the undersigned notary public,
personally appeared Susan L. Lindquist, proved to me through satisfactory evidence of
identification, which were personally known
to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Maylene J. [Signature]
Notary Public

My commission expires: MAY 14, 2015

APPOINTMENT OF INVESTIGATOR AS AGENT

Appointment by the Howard Hughes Medical Institute ("HHMI") of Susan L. Lindquist, PhD, an employee of HHMI, as its agent for the purpose of assigning certain rights to Whitehead Institute for Biomedical Research ("WIBR").

WHEREAS, HHMI and WIBR collaborate in the active conduct of medical research pursuant to a Statement and Agreement of collaboration between HHMI and the Massachusetts Institute of Technology dated as of February 1, 1988, as amended (the "Collaboration Agreement");

WHEREAS, pursuant to the Collaboration Agreement, HHMI has agreed to assign to WIBR HHMI's rights with respect to intellectual property resulting from research by HHMI employees, alone or with others, at WIBR during the term of the Collaboration Agreement, whether or not patentable or copyrightable, and whether funded in whole or in part by HHMI (each a "Subject Property");

WHEREAS, research conducted pursuant to the Collaboration Agreement by Susan L. Lindquist, PhD while employed by HHMI at WIBR has resulted in the invention of a certain Subject Property entitled "Discovery of Inhibitors of Gwt1 with Activity Against Pathogenic Organisms," which is the subject of a patent application entitled "Compounds for Treating Infectious Diseases" filed in the U.S. Patent and Trademark Office on June 21, 2012 with Serial Number 61/662,755, and the Invention is a Subject Property; and

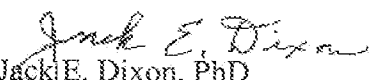
WHEREAS, HHMI wishes Susan L. Lindquist, PhD to act as its agent for the purpose of assigning to WIBR the rights HHMI has in the Invention by reason of the research program conducted at WIBR,

NOW THEREFORE, HHMI hereby appoints Susan L. Lindquist, PhD as its agent for the purpose of assigning the rights HHMI has or may acquire in the Invention by reason of the research program conducted at WIBR to WIBR in accordance with and subject to the conditions of the Agreement.

Executed: November 12, 2012

HOWARD HUGHES MEDICAL INSTITUTE

By:


Jack E. Dixon, PhD
Vice President and Chief Scientific Officer

ATTESTED:


Craig A. Alexander
Vice President and General Counsel

SL12-02
HHMI 05273

PATENT

RECORDED: 03/18/2014

REEL: 032464 FRAME: 0177