

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5381354

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	XIAOWEI ZHUANG	11/17/2008
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:	14821569
CORRESPONDENCE DATA		
Fax Number:	(617)495-9568	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(617) 495-3067	
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ATTORNEY DOCKET NUMBER:	3114	
NAME OF SUBMITTER:	KAREN SINCLAIR	
SIGNATURE:	/K.S./	
DATE SIGNED:	02/19/2019	
Total Attachments: 4		
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November 20, 2008

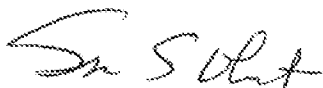
Xiaowei Zhuang, DPhil
Investigator
Howard Hughes Medical Institute
Harvard University
Department of Chemistry and Chemical Biology
12 Oxford Street
Cambridge, MA 02138

Dear Dr. Zhuang:

I have received the executed form assigning your rights in the invention entitled "Sub-Diffraction Limit Image Resolution in Three Dimensions," which is set forth on the invention disclosure dated December 13, 2007 (the "Invention"). HHMI has adopted the practice of appointing you as HHMI's agent for the purpose of assigning its rights in the Invention to President and Fellows of Harvard College ("Institution"), as required under the collaborative arrangement between HHMI and Institution. Enclosed with this letter is an executed document appointing you as HHMI's agent for this purpose. I am sending a copy of the assignment(s), this letter and its enclosure to Denlyn K. Atherton at Institution.

As you are probably aware, you will be asked to execute an assignment of rights to Institution in the event a patent application is filed with respect to the Invention. To ensure that HHMI's rights are properly assigned to Institution, it is important that you have the enclosed executed document with you when you execute that assignment and that, after your signature, you write in "for herself and as agent for the Howard Hughes Medical Institute." If you have any questions at all about this procedure or your role in it, please contact me.

Sincerely,



Sue S. Ohata
Manager of Intellectual Property

Enclosure

cc: Ms. Denlyn K. Atherton

Sue S. Ohata
Manager of Intellectual Property
30481101

4000 Jones Bridge Road
Chevy Chase, Maryland 20815-6789
301.215.8500 • Fax 240.497.2322 • ohatas@hhmi.org

APPOINTMENT OF INVESTIGATOR AS AGENT

Appointment by the Howard Hughes Medical Institute ("HHMI") of Xiaowei Zhuang, DPhil, an employee of HHMI, as its agent for the purpose of assigning certain rights to President and Fellows of Harvard College ("Institution").

WHEREAS, HHMI and Institution collaborate in the active conduct of medical research pursuant to an Agreement between them dated as of April 14, 2003 (the "Agreement");

WHEREAS, pursuant to the Agreement, HHMI has agreed to assign to Institution HHMI's rights with respect to inventions, discoveries, improvements, and other intellectual property, whether patentable or copyrightable (each a "Subject Property"), conceived or reduced to practice in the course of the research program conducted under the Agreement by employees of HHMI;

WHEREAS, research conducted pursuant to the Agreement by Xiaowei Zhuang, DPhil while employed by HHMI at Institution has resulted in the invention of a certain Subject Property entitled "Sub-Diffraction Limit Image Resolution in Three Dimensions," which is the subject of a patent application entitled "Sub-Diffraction Limit Image Resolution in Three Dimensions" filed in the U.S. Patent and Trademark Office on December 21, 2007 with Serial Number 61/008,661 (the "Invention"), and the Invention is a Subject Property; and


WHEREAS, HHMI wishes Xiaowei Zhuang, DPhil to act as its agent for the purpose of assigning to Institution the rights HHMI has in the Invention by reason of the research program conducted at Institution.

NOW THEREFORE, HHMI hereby appoints Xiaowei Zhuang, DPhil 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 Institution to Institution in accordance with and subject to the conditions of the Agreement.

Executed: November 20, 2008


HOWARD HUGHES MEDICAL INSTITUTE

By:


Jack E. Dixon, PhD

Vice President and Chief Scientific Officer

ATTESTED:


Craig A. Alexander
Vice President and General Counsel

Harvard 3114
HHMI 04049

ASSIGNMENT

Assignment made 17 November, 2008 by Xiaowei Zhuang, DPhil ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation ("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 "Sub-Diffraction Limit Image Resolution in Three Dimensions" 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 State patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Sub-Diffraction Limit Image Resolution in Three Dimensions" filed in the United States Patent and Trademark Office on December 21, 2007 with Serial Number 61/008,661), 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.

2. 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 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.

3. 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 her heirs, personal representatives and assigns.

4. 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:

Xiaowei Zhuang
Xiaowei Zhuang, DPhil

Commonwealth of Massachusetts

County of Middlesex

Then personally appeared before me the above-named Xiaowei Zhuang, DPhil and acknowledged that she executed the foregoing instrument in her authorized capacity this 17 day of NOVEMBER, 2008

(SEAL)

Notary Public:

John L. Randazzo
John L. RANDAZZO
(print name)

My Commission Expires: APRIL 30, 2010

Harvard 3114
HHMI 04049

JOHN L. RANDAZZO
NOTARY PUBLIC
My Commission Expires April 30, 2010

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