

IN THE

06-03-1998

DEMARK OFFICE  
SHEET

100726279

To the Honorable Commissioner  
copy thereof.

Record the attached original documents or

MRD 5-22-98

<b>1. Name of conveying party(ies):</b> Schering Aktiengesellschaft (Schering AG) Müllerstrasse 178 Berlin-Wedding D-13342 Berlin GERMANY No additional names attached <input checked="" type="checkbox"/>		<b>2. Name and address of receiving party(ies):</b> Board of Regents The University of Texas System 201 West Seventh Street Austin, TX 78701 No additional names(s) or address(es) attached <input checked="" type="checkbox"/>	
<b>3. Nature of Conveyance:</b> <input type="checkbox"/> assignment <input type="checkbox"/> merger <input type="checkbox"/> security agreement <input type="checkbox"/> change of name <input checked="" type="checkbox"/> other (confirmatory assignment)			
<b>EXECUTION DATE:</b> May 15, 1998			
<b>4. Application number(s) or patent number(s):</b> THIS DOCUMENT IS NOT BEING FILED WITH A NEW APPLICATION.			
<b>A. Patent Application Number(s)</b> 08/092,426 <i>AK</i>		<b>B. Patent Number(s)</b>	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: MILLEN, WHITE, ZELANO & BRANIGAN, P.C. Address: Arlington Court Plaza I Suite 1400 2200 Clarendon BLVD. Arlington, VA 22201		<b>6. Total number of applications and patents involved:</b> 1 <b>7. Total fee (37CFR 3.41)</b> \$40.00 <input checked="" type="checkbox"/> Check enclosed <input checked="" type="checkbox"/> Charge any deficiencies in the payment of fees associated with this communication or credit any overpayment to <b>8. DEPOSIT ACCOUNT NO.</b> 13-3402	
<b>DO NOT USE THIS SPACE</b>			

**9. Statement and Signature.**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*Sandra Ferony*  
Sandra Ferony, Legal Assistant

May 22, 1998  
Date

- ◆ Total number of pages including cover sheet, attachments and documents: 2
- ◆ Attorney Docket # SCH 1237

06/02/1998 DC0ATES 00000181 08092426

01 FC:581

40.00 DP

## CONFIRMATORY ASSIGNMENT

WHEREAS the below named Schering Aktiengesellschaft (Schering AG), having a place of business at Müllerstrasse 178, Berlin-Wedding, D-13342 Berlin, Germany

(hereinafter referred to as the ASSIGNOR), is the owner of certain ostensible rights in a certain improvement entitled:

### TREATMENT OF PREECLAMPSIA, TOXEMIA AND PRETERM LABOR WITH COMBINATION OF PROGESTATIONAL AGENT AND A NITRIC OXIDE SYNTHASE SUBSTRATE AND/OR DONOR

(hereinafter referred to as the Invention) for which U.S. Application Serial No. 08/092,426 for Letters Patent was filed in the U.S. Patent and Trademark Office on July 16, 1993, by virtue of assignments from coinventors Robert Garfield and Chandra Yallampalli recorded at Reel/Frame 6784/0217 purporting to assign rights to Schering AG but which, in view of prior obligations of said coinventors to assign such rights to The Board of Regents, The University of Texas System, were improper and ineffective;

AND WHEREAS The Board of Regents, The University of Texas System, having a place of business at 201 West Seventh Street, Austin, Texas 78701

(hereinafter referred to as the ASSIGNEE), is desirous of acquiring whatever right, title, and interest, if any, may formerly have been assigned by coinventors Garfield and Yallampalli in and to said invention and application, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues, reexaminations and extensions thereof;

NOW, WITNESSETH that for good and valuable consideration, the receipt whereof is hereby acknowledged, ASSIGNOR hereby assigns, sells, and transfers to ASSIGNEE, its assigns and legal representatives, the right, title and interest formerly owned by coinventors Garfield and Yallampalli in and to said invention and application, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted therefor, including any and all renewals, reissues, reexaminations and extensions thereof, and in and to any and all priority and/or convention rights or benefits accruing or to accrue with respect to the filing or securing of patents in the United States and/or any countries foreign thereto, SAID ASSIGNEE, its assigns and legal representatives to have, hold, exercise, and enjoy said invention and application, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted therefor, including any and all renewals, reissues, reexaminations and extensions thereof, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, reexaminations and extensions thereof, for the use and benefit of ASSIGNEE and its assigns and legal representatives, in as ample and beneficial a manner to all intents and purposes as the ASSIGNOR might or could have held and enjoyed the same, if the assignment had not been made.

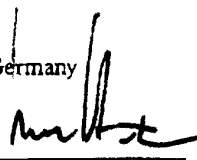
AND ASSIGNOR hereby agrees to execute all papers that may be necessary to file applications in the United States and foreign countries for said interest in said invention and to assign the same to said ASSIGNEE, its assigns and legal representatives and to execute any other papers that may be needed in connection with filing said applications and securing Letters Patents thereon.

AND ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to issue a Letters Patent on said application, and on any and all divisions and continuations thereof, to ASSIGNEE, its assigns and legal representatives, in accordance herewith.

The undersigned hereby grants the law firm of Millen, White, Zelano & Branigan, P.C. the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF this assignment is executed by ASSIGNOR.

**Schering AG**  
Patents  
D-13342 Berlin, Germany

(Signature)  Date: 15.05.1998  
Name: ppa. Dr. Uwe Hartmann  
Title:

(Signature)  Date: 15.05.1998  
Name: i.A. Dr. Ulrich  
Title: