

10-30-1998

FORM PTO-1595



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RM COVER SHEET

S ONLY Attorney Docket No. A-57209-4/RFT/MTK

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Milos Sovak, M.D, Ronald C. Terry, James G. Douglass, Farid Bakir, Jason Brown, Peter Cugley

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: September 1, 1998

2. Name and address of receiving party(ies):

Name: Biophysica, Inc.

Address: 3333 North Torrey Pines Court, #100
La Jolla, CA 92037

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/119,836

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Flehr Hohbach Test Albritton & Herbert

Address: 4 Embarcadero Center, Suite 3400

San Francisco, CA 94111-4187

6. Total number of applications and patents involved: one

Total fee (37 CFR 3.41):\$ 40.00 E

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300/A-57209-4/RFT/MTK

10/29/1998 SBURMS 00000227 09119836

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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.

Mark T. Kresnak
Name of Person Signing
Reg. No. 42,767

Mark T. Kresnak
Signature

10-16-98
Date

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600067

PATENT
REEL: 9538 FRAME: 0536

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

- (1) Milos Sovak, M.D., (2) Ronald C. Terry,
- (3) James G. Douglass, (4) Farid Bakir,
- (5) Jason Brown, (6) Peter Cugley.

(hereinafter termed "Inventors"), residents of

- (1) La Jolla, (2) San Diego,
- (3) San Diego, (4) Del Mar,
- (5) Encinitas, (6) San Diego.

respectively, States of

- (1) California, (2) California,
- (3) California, (4) California,
- (5) California, (6) California.

respectively, have invented certain new and useful improvements in

SUNBLOCKING POLYMERS AND THEIR NOVEL FORMULATIONS

and have executed an application for a United States patent disclosing and identifying the invention on the 21 day of July, 1998; and having Serial No. 09/119,836 and filing date of July 21, 1998; and

WHEREAS, Biophysica, Inc.

a corporation of the State of California, having a place of business at 3333 North Torrey Pines Court, #100, La Jolla State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 1st day of Oct., 1998, (2) 1 day of September, 1998,
(3) 1st day of Sept, 1998, (4) 1 day of Sept, 1998,
(5) 1st day of Sept, 1998, (6) 1 day of September, 1998,
respectively.

(1) Milos Sovak, M.D.
Milos Sovak, M.D.

(2) Ronald C. Terry
Ronald C. Terry

(3) James G. Douglass, III
James G. Douglass, III

(4) Farid Bakir
Farid Bakir

(5) Jason W. Brown
Jason Brown

(6) Peter Cugley
Peter Cugley