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DEPT OF COMMERCE
Trademark Office

Recordation Form Cover Sheet

To the Honorable Commissioner of Patents and Trademarks. Please record the attached documents.

1. Name of conveying party(ies):
Clyde W. Wellen

2. Name and address of receiving party(ies):
Name: **Research Development Foundation**
Address: **402 North Division Street Carson City, NV 89703**

Additional names of conveying party(ies) attached?
 NO YES

3. Nature of Conveyance: Additional names & addresses attached?
 Assignment Merger NO YES
 Security Agreement
 Change of Name
 OTHER _____

Execution Date(s): December 8, 1998

4. Application number(s) or patent number(s): **08/933,254**
Additional numbers attached? NO YES

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Dr. Benjamin Adler** Address: **8011 Candle Ln.**
McGREGOR & ADLER, LLP **Houston, Texas 77071**

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41):.....\$**40.00** enclosed authorized to charge deposit account

8. Deposit Account number: _____ (duplicate copy attached if paying by deposit account)

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.

Benjamin Aaron Adler Ph.D, J.D.
Name of person signing

Benjamin Adler 12/11/98
Signature Date
Total number of pages comprising cover sheet: 1

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40.00 DP

PATENT
REEL: 9729 FRAME: 0022

ASSIGNMENT

WHEREAS, I, **Clyde W. Wellen**, of Houston, Texas, (hereinafter called "ASSIGNOR"), am co-inventor and owner of certain new and useful improvements in **Small Particle Liposome Aerosols for Delivery of Anti-Cancer Drugs**, an application for United States Letters Patent having been filed on September 23, 1997 and given United States Serial Number 08/933,254;

WHEREAS, the **Research Development Foundation** (hereinafter called "ASSIGNEE") a non-profit organization duly organized and existing under and by virtue of the laws of the state of Nevada, and having a place of business at 402 North Division Street, Carson City, Nevada 89703, is desirous of acquiring and ASSIGNOR is desirous of assigning to ASSIGNEE all right, title and interest in and to said invention and application identified above;

NOW, THEREFORE, ASSIGNOR, for and in consideration of Ten Dollars (\$10.00) to us in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby sell, assign and convey upon ASSIGNEE and its successors and assigns the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by me, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and I agree for me and my respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

And I do further covenant and agree that I will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal

representative, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

DATE: December 8, 1998

Clyde W. Wellen
Clyde W. Wellen

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me this 8th day of December, 1998, personally appeared Clyde W. Wellen known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public

Bonnie J. Gilliland
Bonnie J. Gilliland

My Commission Expires: January 19, 1999

