

02-22-1999

Form PTO-1595 (Modified)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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PATENTS ONLY

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

1. Name of conveying party(ies):

Igor Gonda
Jeffrey A. Schuster
Rajesh S. Patel

2/12/99

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

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

Name: Aradigm Corporation

Street Address: 3929 Point Eden Way

City: Hayward State: California ZIP: 94545

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: February 8, 1999

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

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

A. Patent Application No.(s)

09/192,833; filed November 16, 1998

B. Patent No.(s)

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

Name: Karl Bozicevic
Street Address: BOZICEVIC, FIELD & FRANCIS LLP
285 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

Telephone: (650) 327-3400

Fax: (650) 327-3231

6. Total number of applications and patents involved: 01

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit Account No. 50-0815

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 50-0815 with regards to this correspondence.

DO NOT USE THIS SPACE

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.

Karl Bozicevic, Reg. No. 28,807
Name of Person Signing

Signature

Date

Feb 9, 1999

Total number of pages including cover sheet 04

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ASSIGNMENT

WHEREAS, the undersigned Igor Gonda of San Francisco, California, Jeffrey A. Schuster of Oakland, California and Rajesh S. Patel of Fremont, California, hereinafter termed "Inventors", having invented new and useful improvements in an *Aerosol-Forming Porous Membrane with Certain Pore Structure* and having made application for a U.S. Patent disclosing and identifying the invention, which application was filed November 16, 1998 under Serial No. 09/192,833; and

WHEREAS, Aradigm Corporation, having its principle place of business at 3929 Point Eden Way, Hayward, California 94545 (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 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 U.S. 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 hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention, including any continuation or divisional thereof; (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 extension of any of said patents.

2. Said Inventors hereby 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, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventors, their heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

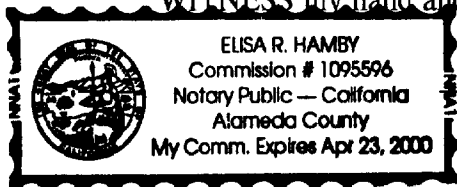
Dated 02/08/99

Igor Gonda
Igor Gonda

County of Alameda]
State of California] ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Igor Gonda, personally known to me (~~or proved to me on the basis of evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Elisa R. Hamby
Notary Public

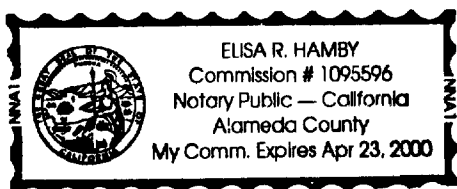
Dated 8 FEB 99

Jeffrey A. Schuster
Jeffrey A. Schuster

County of Alameda]
State of California] ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Jeffrey A. Schuster, personally known to me (~~or proved to me on the basis of evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Elisa R. Hamby
Notary Public

Dated 2/8/99

Patel R.S.
Rajesh S. Patel

County of Alameda]
State of California] ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Rajesh S. Patel, personally known to me (~~or proved to me on the basis of evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Elisa R. Hamby
Notary Public

