

04-01-1999

PATENTS

Case Docket No. 013701.0002



MRD
3.15.99

RE

100999336

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Valentino J. Stella, Roger A. Rajewski, Venkatramana M. Rao and James W. McGinity
2. Name and Address of receiving party(ies):
Name: CYDEX, Inc.
Street Address: 12980 Metcalf Ave., Suite 470
City: Overland Park State: Kansas Zip: 66213
3. Nature of conveyance:
☒ Assignment ☐ Change of Name
☐ Security Agreement ☐ Merger
☐ Other

Execution Date: February 18, 1999

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).	B.	Patent No(s).
	<u>09/229,513</u>		_____
	_____		_____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rick Matos
Street Address: Akin, Gump, Strauss, Hauer & Feld, L.L.P.
P.O. Box 688
City: Dallas State: Texas Zip: 75313-0688

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 01-0657
(Attach duplicate copy of this form if paying by deposit account.)

9. 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.

03/31/1999 DNGUYEN 00000109 09229513

01 FC:581

40.00 DP

Rick Matos

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 3

#207067

PATENT
REEL: 9849 FRAME: 0012

ASSIGNMENT

WHEREAS, WE, Valentino J. Stella, Roger A. Rajewski, Venkatramana M. Rao and James W. McGinity, citizens of the United States and residing at the addresses as stated below, respectively, have jointly made an invention entitled "SULFOALKYL ETHER CYCLODEXTRIN BASED CONTROLLED RELEASE SOLID PHARMACEUTICAL FORMULATIONS " for which we have filed an application for United States Letters Patent; and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: 1/13/99

Serial No. 09/229,513

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent;

WHEREAS, CYDEX, Inc. (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of Kansas, U.S.A. having a place of business at 12980 Metcalf Ave., Suite 470, Overland Park, Kansas 66213, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all provisional and conventional applications, divisions, continuations, continuations in part and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, reexaminations, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We jointly and severally covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all

infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

Each of the undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

Date: MARCH 3, 1999

Valentino J. Stella
Valentino J. Stella

Residence Address:
1324 Lawrence Ave., Lawrence, KS 66049

Date: 15 FEB 99

Roger A. Rajewski
Roger A. Rajewski

Residence Address:
4628 Muirfield Drive, Lawrence, KS 66047

Date: 06 March 99

Venkatramana M. Rao
Venkatramana M. Rao

Residence Address:
1301, W 24th St., Apt. # D-2
Lawrence, KS 66046

Date: _____

James W. McGinity

Residence Address:
4209 Dunning Lane, Austin, TX 78746

ASSIGNMENT

WHEREAS, WE, Valentino J. Stella, Roger A. Rajewski, Venkatramana M. Rao and James W. McGinity, citizens of the United States and residing at the addresses as stated below, respectively, have jointly made an invention entitled "SULFOALKYL ETHER CYCLODEXTRIN BASED CONTROLLED RELEASE SOLID PHARMACEUTICAL FORMULATIONS " for which we have filed an application for United States Letters Patent; and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: 1/13/99 Serial No. 09/229,513

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent;

WHEREAS, CYDEX, Inc. (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of Kansas, U.S.A. having a place of business at 12980 Metcalf Ave., Suite 470, Overland Park, Kansas 66213, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all provisional and conventional applications, divisions, continuations, continuations in part and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, reexaminations, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We jointly and severally covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all

infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

Each of the undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

Date: _____

Valentino J. Stella

Residence Address:
1324 Lawrence Ave., Lawrence, KS 66049

Date: _____

Roger A. Rajewski

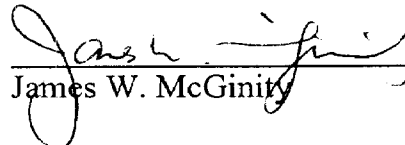
Residence Address:
4628 Muirfield Drive, Lawrence, KS 66047

Date: _____

Venkatramana M. Rao

Residence Address:

Date: 2-18-99



James W. McGinity

Residence Address:
4209 Dunning Lane, Austin, TX 78746

#193423