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FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

Robert R. Webb and Contance A. McKee

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

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

Name: XAVOS

Street Address: 2995 Woodside Road, #400
PMB 309

City: Woodside, CA 94062-2446

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 7, 1999

4. Application number(s) or patent number(s): (09/217,037)

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

A. Patent Application No.(s): 09/217,037

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: David J. Weitz
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-2415
(Attorney Docket No.: 16778-702)

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.

David J. Weitz, Reg. No. 38,362
Name of Person Signing

David J. Weitz
Signature

June 8, 1999
Date

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

(06/17/1999 STEFERRA 00000042 232415 09217037)
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**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

Robert R. Webb
802 Stetson Street
Moss Beach, CA 94038

Constance A. McKee
2995 Woodside Road, #400
PMB 309
Woodside, CA 94062-2446

and

hereinafter termed "Inventors", have invented certain new and useful improvements in

**COMPOUNDS FOR INTRACELLULAR DELIVERY OF THERAPEUTIC MOIETIES TO
NERVE CELLS**

and have filed an application for a United States patent disclosing and identifying the above invention on December 21, 1998 as Application No. 09/217,037 (hereinafter termed "application"); and

WHEREAS, XAVOS, having a place of business at 2995 Woodside Road, #400, PMB 309, Woodside Road, CA 94062-2446, (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 divisional, substitution, continuation, or continuation-in-part 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 reissues and reexaminations, 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, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of)
County of)



Robert R. Webb

On _____, 1999, before me, _____,
personally appeared Robert R. Webb

personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

June 7, 1999

Date

WITNESS my hand and official seal.

(Notary Public)

Constance A. McKee
Constance A. McKee

7 June 1999
Date

State of _____)
County of _____)

On _____, 1999, before me, _____,
personally appeared Constance A. McKee,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her 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.

(Notary Public)