

09-14-1999

FORM PTO-1595

RECC

(Rev. 6-93)

QMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Atty. Docket No. 4700-06c

To the Assistant Commissioner for Patents:

101143227

Documents or copy thereof.

1. Name of conveying party(ies):

Rampurna Prasad Gullapalli

MD
9-2-99

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

Name: Banner Pharmacaps, Inc.

Internal Address: 4125 Premier Drive

JUL 13 1999
U.S. PTO
09/28/99
09/22/99Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Street Address: 4125 Premier Drive

City: High Point State: NC Zip: 27265

Execution Date: September 1, 1999

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

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

If this document is being filed together with a new application, the execution date of the application is: 9/1/99

A. Patent Application No.(s)

B. Patent No.(s)

09/389003

Additional numbers attached? ☐ Yes ☒ No

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

Name: RHODES & MASON, P.L.L.C.

Internal Address: P.O. Box 2974

Greensboro, NC 27402

Street Address: 1600 First Union Tower

300 North Greene Street

City: Greensboro State: NC Zip: 27401

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:

18-1164

(Attach duplicate of this page if paying by deposit account)

09/13/1999 NPEOPLES 00000010 09389003

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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.

Jack B. Hicks

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

ASSIGNMENT

ASSIGNMENT made by **RAMPURNA PRASAD GULLAPALLI** ("Assignor") of 1921 New Garden Road, Apt. N-108, Greensboro, NC 27410 to **BANNER PHARMACAPS, INC.**, ("Assignee") a corporation organized under the laws of the State of Delaware and located and doing business at High Point, NC.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in fulfillment of my pre-existing obligation of assignment, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in **IBUPROFEN-CONTAINING SOFTGELS** and the invention therein as set forth in the application for United States Letters Patent therefor, for which I am making or have made application for Letters Patent, and for which I have executed a declaration on the 15th day of September, 1999, and in and to said application and any divisions or continuations thereof, and any Letters Patent, obtained for said invention in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues, reexaminations or extensions of any such Letters Patent.

Further, the Commissioner of Patents is hereby authorized and requested to issue Letters Patent for said invention to Assignee, as owner of the entire right, title and interest therein.

Further, said Assignor hereby covenants that Assignor has full right to convey Assignor's entire right, title and interest in said invention, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Further, Assignor covenants that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said Assignee, to said invention or any Letters Patent that may be granted therefor, and that if Assignee, or its assignee, desires to make a substitute, divisional or continuation application to said invention, or to secure a reissue, reexamination or extension of said Letters Patent, to file a disclaimer relating thereto or an application for a corresponding patent in any foreign country, that Assignor will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes.

Further, Assignor hereby acknowledges that Assignor's entire beneficial interest in the invention to which the above application relates is irrevocably vested in the Assignee including the right to make applications for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claim, and of any divisional application resulting therefrom.

Further, Assignor covenants that Assignor will at all times communicate to Assignee, its successors, assigns or legal representatives, all facts relating to said invention and Letters Patent, or the history thereof, known to them, and testify as to the same in interferences or other

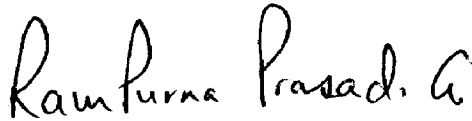
litigation pertaining to the enforcement or validity of any and all patents relating to said invention when requested so to do.

Further, if this assignment is submitted for recordation at a time other than at the time of filing said patent application, Assignor hereby authorizes the above-mentioned assignee or the attorney of record to insert in this instrument the filing date and serial number of said application after the same shall have been identified by the United States Patent Office:

Serial No.: _____

Filing Date: _____

Signed and sealed this 01 day of September, 1999.



RAMPURNA PRASAD GULLAPALLI