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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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Handwritten: 9/30/99

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

1. Name of conveying party(ies):
Katherine Gordon

Additional names(s) of conveying party(ies) Yes No

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

Name: Apollo Biopharmaceutics, Inc.

Internal Address: _____

Street Address: One Broadway, Suite 600

City: Cambridge State: MA ZIP: 02142

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: September 7, 1999

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: _____

A. Patent Application No.(s)

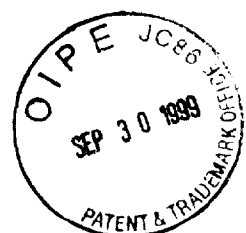
09/351,492 July 12, 1999

10/01/1999 IPR000000 00000192 09351492

01 FC:581 40.00 OP

B. Patent No.(s)

Additional numbers attached? Yes No



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

Name: Harriet M. Strimpel, D. Phil.

Internal Address: BROMBERG & SUNSTEIN LLP

Street Address: 125 Summer Street, 11th Floor

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number: _____

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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.

Harriet M. Strimpel, D. Phil. Harriet Strimpel September 28, 1999

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

ASSIGNOR: Katherine Gordon

ASSIGNEE: Apollo Biopharmaceutics, Inc.
One Kendall Square
Building 200, Suite 2200
Cambridge, Massachusetts 02139

INVENTION: THE CYTOPROTECTIVE EFFECT OF POLYCYCLIC
PHENOLIC COMPOUNDS

ATTORNEY DOCKET: 1540/129

SERIAL NO: 09/351,492

FILED: July 12, 1999

Assignor is an inventor of a certain new and useful invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having the above title. If a filing date and application number are shown, the Application has a Patent and Trademark Office filing date and application number as indicated above.

For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application; any application that claims priority from the Application (including as a divisional, continuation-in-whole or continuation-in-part, or as an application claiming priority from a provisional application); or any application based in whole or in part on any of the foregoing.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of

all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below.

Date: 9/7, 1999

Katherine Gordon
Katherine Gordon, Assignor

Commonwealth of Massachusetts)
) ss.
COUNTY OF)

Before me, a notary public in and for said county and state, personally appeared Katherine Gordon, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged her signature on the foregoing instrument in my presence and declared the same to be her free act and deed on the date written above opposite her signature.

Richard S. Cheek
Notary Public
My Commission Expires:
MICHAEL GREENBERG, Notary Public
My Commission Expires 09/30/1999

(seal)

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