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101371023

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

1. Name of conveying party(ies):

Gary Chaisson  
Craig Walker

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

IntraTherapeutics, Inc.  
651 Campus Drive  
St. Paul, Minnesota 55112Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: November 19, 1999, December 2, 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)

5,891,057

Additional numbers attached? ☐ Yes ☒ No

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

Name: David G. Schmaltz  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

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. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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 G. Schmaltz

Name of Person Signing

Signature

Date

May 9, 2000

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

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PATENT  
REEL: 010812 FRAME: 0966

## ASSIGNMENT OF PATENTS

This Assignment (the "Assignment") is made by and between IntraTherapeutics, Inc., a corporation organized and existing under the laws of the state of Minnesota, having a place of business at 651 Campus Drive, St. Paul, MN 55112 ("Assignee") and Gary Chaisson, an individual resident of the State of Louisiana, and Craig Walker, an individual resident of the State of Louisiana ("Assignors").

WHEREAS, Assignors are the owners of registered patents and patent applications listed on the attached Schedule A (the "Patents"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged, the parties agree as follows:

### 1. Definitions.

1.1 "Know-How" shall mean all information, formulations, designs, drawings, operations manuals, compilations of technical information, research files and records, raw material specifications, manufacturing methods and specifications, quality assurance specifications, know-how, processes, product formulas, product and packaging specifications and other proprietary information used in connection with the Patents.

1.2 "Trade Secrets" shall mean all information, including without limitation formulas, patterns, compilations, programs, devices, methods, techniques, processes, or other bodies of technology or business information that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by use, and (ii) has been the subject of efforts by Assignor to maintain its secrecy prior to the date hereof that are reasonable under the circumstances.

1.3 "Improvement" shall mean all improvements, continuations, derivations of, and related to, the Patents.

### 2. Assignment of Rights.

2.1 Assignors hereby assign and transfer to Assignee all of their right, title and interest, for all countries, in and to the Patents and all Trade Secrets, Know-How and Improvements related to the Patents.

2.2 Assignors further sell, assign, transfer and convey unto Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Patents and related Trade Secrets Know-How and Improvements.

3. Option. In consideration for this Assignment, Assignee hereby grants to each of Gary Chaisson and Craig Walker an option to purchase 5,000 shares of the Common Stock of Assignee at an exercise price of \$1.28 per share and subject to the terms and conditions of a non-qualified stock option agreement.


4. Expenses. Assignee shall be responsible and liable for all costs relating to prosecution of the Patents incurred on and after the date hereof. Assignors shall be responsible and liable for all costs relating to prosecution of the Patents incurred prior to the date hereof.

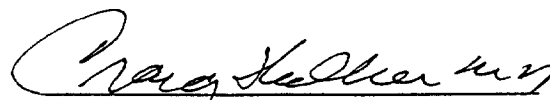
5. Cooperation. Assignors hereby covenant and agree to cooperate with Assignee so that Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include without limitation prompt execution of all papers which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed. In addition, the parties hereto acknowledge and agree that Assignee may use, at its sole discretion, Assignors' patent counsel as its patent agent in connection with prosecution of the Patents

6. Warranties. Assignors hereby warrant and represent that they have not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted.

7. Successors and Assigns. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

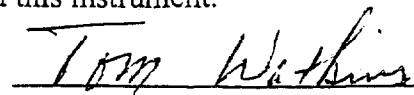
IN WITNESS WHEREOF, Assignor has executed and delivered this instrument this [date] day of [month], 1999.

  
\_\_\_\_\_  
Gary Chaisson

  
\_\_\_\_\_  
Craig Walker

State of Louisiana     )  
                                  ) ss.  
County Terrebonne)

On this 2 day of December, 1999, before me appeared Gary Chaisson and Craig Walker, the persons who signed this instrument.

  
\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Assignee has executed and delivered this instrument  
this 19<sup>th</sup> day of November 1999.

INTRATHERAPEUTICS, INC.

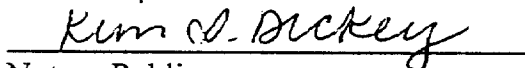
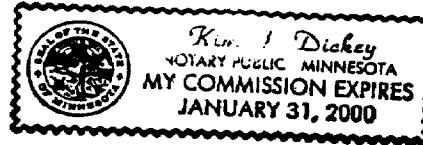


John Erb

President and Chief Executive Officer

State of Minnesota     )  
                                  ) ss.  
County Anoka )

On this 19<sup>th</sup> day of Nov., 1999, before me  
John Erb, the person who signed this instrument, who acknowledged that he or  
she signed it as a free act on behalf of the identified corporation with authority to do so.

  
Notary Public

# Schedule A

## Patent and Patent Application Numbers

United States Patent Number: 5,891,057  
PCT Filing Number: PCT/US99/02359

Issued: 6 April 1999  
Filed: 4 February 1999