

05-07-2001



4-27-01

101704562

To the Hon. Commissioner of Patents &amp; Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Alvin J. Glasky, Ph.D.

Additional name of conveying party attached? ☐ Yes ☒ No

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

Name Advanced ImmunoTherapeutics Inc.

Internal Address:

Street Address: 157 Technology DriveCity: Irvine State CA ZIP 92618

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: April 12, 2001Additional name(s) and address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent numbers:

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)

5,447,939

Additional numbers attached?

☐ Yes☒ No

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

OPPENHEIMER WOLFF & DONNELLY LLP  
840 Newport Center Drive, Suite 700  
Newport Beach, CA 92660

Attn: Louis C. Cullman

## 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:

16-2230

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

## 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.*Louis C. Cullman

Name of Person Signing

Signature

April 23, 2001

Date

Total number of pages including cover sheet, attachments, and document: 2

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

## ASSIGNMENT

**WHEREAS**, Alvin J. Glasky, Ph.D., an individual residing at 11955 Lambert, Tustin, California, the undersigned inventor and the **ASSIGNOR** herein has invented **CARBON MONOXIDE DEPENDENT GUANYLYL CYCLASE MODIFIERS AND METHODS OF USE**, for which is now US Letters of Patent **5,447,939**, which issued on **September 5, 1995**, and of which inventions and improvements I am a joint owner and

**WHEREAS**, Advanced ImmunoTherapeutics Inc., a California corporation, and having a place of business at 157 Technology Drive, Irvine, California 92618, (hereinafter referred to as **ASSIGNEE**), is desirous of acquiring the entire right, title and interest in and to said inventions, applications and Letters of Patents to be granted and issued thereon;

**NOW, THEREFORE**, in consideration of the terms stipulated in an Agreement between the Assignee and Assignor dated June 30, 1996, the contents of which are herein incorporated by reference and a copy of which is attached hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR** hereby sells, assigns, transfers and sets to **ASSIGNEE** the entire right, title and interest in and to the Patent Rights in all countries, including all divisions, substitutes and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, foreign patent applications and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all patents for said improvements to **ASSIGNEE** in accordance with the terms of this assignment;

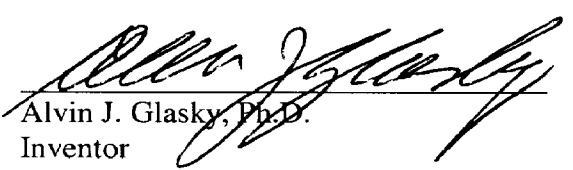
**ASSIGNOR** hereby covenants that no assignment, sales, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

**ASSIGNOR** further covenants and agree that **ASSIGNEE** will be provided promptly with all pertinent facts and documents relating to said Patent Rights, and legal equivalents in foreign countries as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly executed and deliver to **ASSIGNEE** or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Patent Rights, and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

**THIS ENTIRE ASSIGNMENT** inures to the benefit of **ASSIGNEE**, its successors and assigns, and is binding upon **ASSIGNOR**, any successors, legal representatives or assigns. This Assignment being effective the on date which the Letter for Patents Issued.

**IN TESTIMONY WHEREOF**, I hereunto set my hand as of the date indicated below.

Date: 4/12/01

  
Alvin J. Glasky, Ph.D.  
Inventor