06-12-2001 IEET FURM PYO-1595 (modified) U.S. DEPARTMENT OF COMMERCE (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp. 4/94) 101745680 To the Assistant Commissioner for Patents. aments or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): RESOLUTION PHARMACEUTICALS INC. Name: BRACCO INTERNATIONAL BV Internal Address: Additional name(s) of conveying party(ies) attached? No Street Address: 3051 Strawingsylaan 3. Nature of conveyance: City: 1077 ZX Amsterdam, State: THE **NETHERLANDS** ZIP: XX Assignment Merger Security Agreement Change of Name Other Execution Date: March 28, 2001 Additional name(s) & address(es) attached? NO 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) 5,659,041; 5,574,140; 5,480,970 5,569,745; 5,679,642; 5,866,544 Additional numbers attached? NO 6. Total number of applications and patents 5. Name and address of party to whom correspondence concerning document should be mailed: involved: SIX (6) Name: Stephen A. Bent 7. Total fee (37 C.F.R. § 3.41). . . . . . . \$240.00 Internal Address: FOLEY & LARDNER XX Enclosed Street Address: 3000 K Street, N.W., Suite 500 Authorized to be charged to deposit account City: Washington, State: D.C. ZIP: 20007-5109 8. Deposit account number: 19-0741 (Attach duplicate copy of this page if paying by deposit DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing Anformation is true and correct and any attached copy is a true copy of the original document. Stephen A. Bent June 7, 2001 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document:  ${
m NINE}~(9)$ Mail documents to be recorded with required cover sheet information to: Assistant Commissioner for Patents, Box Assignments Washington, D.C. 20231 06/11/2001 TDIAZ1 00000119 5659041

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#### **ASSIGNMENT**

WHEREAS, Resolution Pharmaceuticals Inc., having a place of business at 6850 Goreway Drive, Mississauga, Ontario LAV 1V7, Canada (hereinafter called "Assignor") owns the entire right, title and interest to certain new and useful inventions and discoveries, for which patent applications have been filed or patents have been granted, as identified on the attached Schedule, and

WHEREAS Bracco International BV, a Dutch corporation and who, together with its successors and assigns (hereinafter called "Assignee") desires to acquire the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

- 1. Assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to said inventions and discoveries, said applications for patents of the United States of America, any and all other applications for patents on said inventions and discoveries in whatsoever countries, and said granted patents, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all patents, reissues, reexaminations, and extensions of patents granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said patents, as identified in the attached Schedule. The same right, title and interest is to be held and enjoyed by Assignee to the full end of the term for which said patents are granted, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all rights of actions for past infringement thereof including the right to recover damages for said infringement.
- 2. Authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.
- 3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said patents or applications, etc., for said patents to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, and to record this Assignment.
- 4. Represents and warrants that Assignor has the full right to convey the entire right, title, and interest herein without encumbrance, that Assignor has not executed, and covenants that it will not execute, any agreement, assignment, sale or encumbrance in conflict herewith, has not knowingly conveyed to others any right, title or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries.
  - 5. Binds Assignor's legal representatives, successors, heirs and assigns, as well

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as Assignor, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or them, all acts required by the Assignee so that the said inventions and discoveries, the said patent applications, and the said patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, Assignor's legal representatives, successors, heirs and assigns if this assignment had not been made; and particularly covenants: (i) to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; (ii) to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; (iii) to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the control of Assignor, Assignor's legal representatives, successors, heirs or assigns which may be useful for establishing the facts of the conceptions, disclosures, and reduction to practice of said inventions and discoveries; and (iv) to testify in any legal proceeding to obtain and enforce proper patent protection for said inventions and discoveries where needed.

IN TESTIMONY WHEREOF, Assignor hereunto signs and seals this 28th day of March, 2001.

RESOLUTION PHARMACEUTICALS INC.

Aames Rae Name:

Chairman of the Board

WITNESSED BY:

Nature Frag + Yang CCP Address 222 Bay St Swite 1800 Taranto ON MSK 1H6

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#### SCHEDULE A.

# PATENTS AND PATENT APPLICATIONS ACQUIRED BY BRACCO INTERNATIONAL B.V.

## $\underline{\textbf{TITLE}};$ HYDRAZINO-TYPE RADIONUCLIDE CHELATORS HAVING AN $N_3S$ CONFIGURATION

Country	Application/Patent No.
U.S.	5659041
Europe	710228
Germany	69408145
France	710228
Great Britain	710228
Italy	710228
Canada	2167167
Japan	9500140
Greece	3026658
Spain	2114209
Denmark	710228
Australia	9472619
Austria	162524

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#### **TITLE: RADIONUCLIDE CHELATING COMPOUNDS**

Country	Application/Patent No.
U.S.	5574140
U.S.	5858327
Canada	2169269
Japan	9503496
Europe	716647
United Kingdom	716647
Belgium	716647
France	716647
Germany	69417426
Italy	716647
Netherlands	716647
Australia	9475288
Austria	178053

#### **TITLE: IMMOBILIZED LABELLING METHOD**

Country	Application/Patent No.
U.S.	5789555
Europe	730472
Canada	2175557
Japan	9505061
Australia	9481376

#### **TITLE: METAL CHELATORS**

Country	Application/Patent No.
U.S.	5480970
Europe	733060
Canada	2179379
Japan	9506870
Australia	9513783

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### **TITLE: PEPTIDE CHELATOR CONJUGATES**

Country	Application/Patent No.
U.S.	5569745
U.S.	5679642
U.S.	5866544
Europe	746340
Japan	9509419
Canada	2182670
Australia	9518033

## TITLE: PEPTIDE DERIVED RADIONUCLIDE CHELATORS

Country	Application/Patent No.
U.S.	5662885
U.S.	5976495
U.S.	5780006
Australia	700772
Canada	2194551
Europe	772628
Japan	10502931
Austria	194845
Australia	9523011
China	1158133
Germany	69518083
Hungary	T77137
Norway	9700273
South Korea	97704773
Belgium	772628
Italy	772628
France	772628
UK	772628

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#### **TITLE: SEQUESTERED IMAGING AGENTS**

Country	Application/Patent No.
U.S.	5804158
Canada	2218877
Europe	828521
Japan	11505852
Australia	699383

#### **TITLE: NON-RECEPTOR MEDIATED IMAGING AGENTS**

Country	Application/Patent No.
U.S.	5688489
U.S.	5837218
Europe	853632
Japan	11513363
Canada	2231352
Australia	9668676
Israel	123606
Norway	9801133

**TITLE: RADIOLABELED D4 RECEPTOR LIGANDS** 

Country	Application/Patent No.
U.S.	5725838
Japan	2000511196
Canada	2256351
Australia	9727598
Europe	912566

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### **TITLE: GLYCOPEPTIDE-CHELATOR CONJUGATES**

Country	Application/Patent No.
U.S.	6017511

#### **TITLE: DOPAMINE D4 RECEPTOR LIGANDS**

Country	Patent No.	
U.S.	5976497	
Australia	9880967	

### **TITLE: COMBINATORIAL LIBRARY**

Country	Application/Patent No.
U.S.	09/137,823
Europe	9890025.4
Canada	PCT/CA98/00801

## TITLE: CHELATORS THAT PREDOMINATELY FORM A SINGLE STEREOISOMERIC SPECIES UPON COORDINATION TO A METAL CENTER

Country	Application/Patent No.
U.S.	08/997,802
Europe	98963304.5
Canada	2316392

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#### **TITLE: ANGIOGENESIS TARGETING MOLECULES**

Country	Application/Patent No.	
U.S.	09/636,179	
Europe	99903566.0	
Canada	2320339	
Australia	24066/99	

# TITLE: CHEMOTACTIC PEPTIDE ANTAGONISTS FOR IMAGING SITES OF INFLAMMATION

Country	Application/Patent No
U.S.	09/437,701
Canada	2289314

#### TITLE: IMMOBILIZED LABELING COMPOUNDS AND METHODS

Country	Application/Patent No.
PCT	PCT/CA99/00700

## <u>TITLE</u>: A NOVEL N-FORMYLPEPTIDE ANALOGUE: A POTENTIAL INFLAMMATION AND INFECTION IMAGING AGENT

Country	Application/Patent No.
Canada	2266233

#### TITLE: RADIOPHARMACEUTICALS AND METHODS FOR IMAGING

Country	Application/Patent No.
Canada	2273609
PCT	PCT/CA00/00661

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PATENT REEL: 011869 FRAME: 0945

**RECORDED: 06/07/2001**