

FORM PTO-1595 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)

09-07-2001

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents

attached original documents or copy thereof.

101838090

1. Name of conveying party(ies):

Mohammad Eljarnal

John S. Patton

Linda Foster

b-28-01

Name: Inhale Therapeutic Systems, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other from parent 08/945,872 filed 3/17/1998

Street Address: 150 Industrial Road

City: San Carlos State: CA ZIP: 94070

Execution Date: 8 and 18 Jan 1998

Additional name(s) & address(es) attached?  Yes  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)

09/669,412

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Susan T. Evans

Internal Address: Inhale Therapeutic Systems

Street Address: 150 Industrial Road

City: San Carlos State: CA ZIP: 94070

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:

500348

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

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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.

Susan T. Evans Name of Person Signing

Susan T. Evans Signature

June 27, 2001 Date

Total number of pages including cover sheet, attachments, and document: 5

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

(Form PTO-1595-Recordation Form Cover Sheet - page 1 of 3)

FORM PTO-1595

RECORDATION FORM COVER SHEET U.S.  
PATENTS ONLY

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

1. Name of conveying party(ies):

Robert M. Platz

Additional name(s) of conveying party(ies) attached? Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) & address(es) attached? Yes  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)

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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

B. Patent No.(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional numbers attached? Yes  No

PATENT

Attorney Docket No. ITSY-003/02US

COOLEY GODWARD LLP  
FIVE PALO ALTO SQUARE  
3000 EL CAMINO REAL  
PALO ALTO, CA 94306-2155

## ASSIGNMENT

Whereas,

Mohammad Eljamal residing at Building Al Huda, 2nd Floor, Mina Street, Tripoli, Lebanon;  
John S. Patton residing at 330 Emerald Avenue, San Carlos, CA 94070 ;  
Linda Foster residing at 575 South Rengstorff Avenue, Apt. 31, Mountain View, CA 94040; and  
Robert M. Platz residing at 324 Valdez Avenue, Half Moon Bay, CA 94019 ;  
(hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

**POWDERED PHARMACEUTICAL FORMULATIONS HAVING IMPROVED  
DISPERSIBILITY**

and executed therefor an Application for Letters Patent of the United States and

having an oath or declaration executed on even date herewith;  
 bearing Serial No. 08/945,872 and filed on October 14, 1997, as Attorney Docket No. ITSY-003/02US,  
 issued as a Patent No. \_\_\_\_\_ on \_\_\_\_\_

Whereas, Inhale Therapeutic Systems (hereinafter "Assignee"), a corporation of California, and having a principal place of business at 1060 East Meadow Circle, Palo Alto, California 94303, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby

authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 01-18-1998

By:   
Mohammad Eljamal

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John S. Patton

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Foster

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert M. Platz

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Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mohammad Eljamal

Date: 1/8/98

By: \_\_\_\_\_  
John S. Patton

Date: 1/8/98

By: \_\_\_\_\_  
Linda Foster

Date: 1/8/98

By: \_\_\_\_\_  
Robert M. Platz

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