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RM COVER SHEET **SONLY** 

Attorney Docket Number 10484-005-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS Box Assignment

Washington, DC 20231

Please record the attached original documents or copy thereof.

	> <u>&gt;</u>					
Name of conveying party(ies):	2. Name and address of receiving party(ies):					
Martin Stogniew and Robert Garrison, Jr.	Name: NEXT Pharmaceuticals, Inc.					
Additional name(s) of conveying party(ies) attached? □ Ycs 🛮 No	_					
3. Nature of conveyance:	Address: Four Venture Suite 395					
■ Assignment	Irvine, California 92618					
□ Security Agreement □ Change of Name	Country (if other than USA):					
□ Other	,					
Execution Date: November 28, 2001 and November 1, 2001 respectively	09/996254					
4. Application number(s) or patent number(s):						
If this document is being filed together with a new application, the execution November 1, 2001 respectively	n date of the application is: November 28, 2001 and					
A. Patent Application No.(s) To Be Assigned	B. Patent No.(s)					
Additional numbers at	ached? □ Yes ⊠ No					
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	6. Number of applications and patents involved: One (1)					
PENNIE & EDMONDS LLP 1155 Avenue of Americas	7. Total fee (37 CFR 3.41):\$ 40.00 Please charge to the deposit account listed in Section 8.					
New York, N.Y. 10036-2711	8. Deposit account number:  16-1150					
DO NOT USE THIS SPACE						
Statement and signature.						
To the best of my knowledge and belief, the foregoing information is tr document.						
Anthony M. Insogna  Name of Person Signing  Reg. No.  Signature	November 29, 2001 Date					
	I number of pages including cover sheet: 5					

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignment Washington, D.C. 20231

12/06/2001 STOH11

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REEL: 012340 FRAME: 0327

**PATENT** 

## ASSIGNMENT

WHEREAS, WE, Martin STOGNIEW, Ph.D., a citizen of the United States of America and residing at 1870 Ferguson, Blue Bell, Pennsylvania 19422; and Robert GARRISON, Jr., a citizen of the United States and residing at 6570 Windflower Drive, Carlsbad, California 92009, ASSIGNORS, are the inventors of the invention in COMPOSITIONS AND METHODS OF USE FOR EXTRACTS OF MAGNOLIACEAE PLANTS for which we have executed an application for a Patent of the United States which is executed on even date herewith and which is identified by Pennie & Edmonds LLP docket no. 10484-005-999

and WHEREAS, NEXT Pharmaceuticals, Inc., a business incorporated under the state of California having a place of business at Four Venture Suite 395, Irvine, California, 92618, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof:

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date			, 2000	Martin STOGNIEW, F	h.D.		L.S.
State of		)	) SS.:				
me, on the b to me th upon be	In the State of _	ry evide e same e person	, Notary ence to be the in his author acted, exec	, county of, rounty of	red <b>Martin Stognic</b> subscribed to the wi his signature on the	, on, on, personation instrument and instrument the pe	, before ally known to me nd acknowledged rson, or the entity
	WITNESS my	hand an	nd official se	eal			

PATENT DC1 - 277248.1 REEL: 012340 FRAME: 0328

Date November 1, 2000 Robert GARRISON, Jr.  L.S.
State of California )  County of Occasion )  SS.:
In the State of (5) forms, county of Cange, on Inogentie, before me, Notary Public, personally appeared Robert GARRISON, Jr., personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official scal

GINNY M. HARRIS

Commission # 1272433 Notary Public - California Orange County My Comm. Expires Jul 30, 2004

**PATENT** DC1 - 277248.1

**REEL: 012340 FRAME: 0329** 

## ASSIGNMENT

WHEREAS, WE, Martin STOGNIEW, Ph.D., a citizen of the United States of America and residing at 1870 Ferguson, Blue Bell, Pennsylvania 19422; and Robert GARRISON, Jr., a citizen of the United States and residing at 6570 Windflower Drive, Carlsbad, California 92009, ASSIGNORS, are the inventors of the invention in COMPOSITIONS AND METHODS OF USE FOR EXTRACTS OF MAGNOLIACEAE PLANTS for which we have executed an application for a Patent of the United States which is executed on even date herewith and which is identified by Pennie & Edmonds LLP docket no. 10484-005-999

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AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

State of PA

County of MUNT.

In the State of PA, county of Mon , on Martin Stogniew, Ph.D., personally known to me, Sugar Dueko, Notary Public, personally appeared Martin Stogniew, Ph.D., personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Notarial Seal Susan Durkin, Notary Public Upper Merion Twp., Montgomery County My Commission Expires Jan. 7, 2002

) SS.:

Member, Pennsylvellia Association of Norbiles

DC1 - 277248.1

PATENT REEL: 012340 FRAME: 0330

Date		, 2000		L.S.	
		·	Robert GARRISON, Jr.		
State of	)	) gg .			
County of		) SS.: )			
In the State of me, on the basis of satisfactor me that he executed tupon behalf of which the	the same in	his author	rized capacity, and that by his signature	, on, before GARRISON, Jr., personally known to me the within instrument and acknowledged on the instrument the person, or the entity	: : !
WITNESS my	y <b>hand</b> and	official se	eal		

RECORDED: 11/29/2001

**PATENT** DC1 - 277248.1

REEL: 012340 FRAME: 0331