

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Atty Docket No.: AERX-065CON
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): PATEL, RAJESH S. SRINIVASAN, SUDARSAN PON, RUSSELL M. SCHUSTER, JEFFREY A. GONDA, IGOR Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Aradigm Corporation Internal Address: 3929 Point Eden Way Street Address: City: Hayward State: CA Zip: 94545 <input type="checkbox"/> Other Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
Execution Date: February 8, 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) <p style="text-align: center;">09/710,612, November 8, 2000</p>	B. Patent Registration No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bozicevic, Field & Francis LLP Internal Address: 200 Middlefield Road, Suite 200 City: Menlo Park State: California Zip: 94025	6. Total number of applications and patents involved <input type="text" value="1"/> 7. Total fee (37 CFR 3.41)..... \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <p style="text-align: center;">50-0815</p> (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i>		
Alan W. Cannon, Reg. No. 34,977 Name of Person Signing	 Signature	06/03/2002 Date
Total number of pages including cover sheet, attachments, and document: <input type="text" value="7"/>		

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

ASSIGNMENT

WHEREAS, the undersigned Rajesh S. Patel of Fremont, California, Sudarsan Srinivasan of Fremont, California, Russel M. Pon of Mountain View, California, Jeffrey A. Schuster of Oakland, California and Igor Gonda of San Francisco, California, hereinafter termed "Inventors", having invented new and useful improvements in a *Method of Fabricating Poursous Membrane with Unique Pore Structure for Aerosolized Delivery of Drugs* and having made application for a U.S. Patent disclosing and identifying the invention, which application was filed November 16, 1998 under Serial No. 09/193,219; and

WHEREAS, Aradigm Corporation, having its principle place of business at 3929 Point Eden Way, Hayward, California 94545 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the U.S. and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention, including any continuation or divisional thereof; (b) in and to all rights to apply for foreign patents on said invention pursuant to the international convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

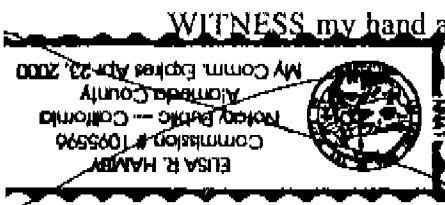
IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

Dated 2/8/99 Patel R.
Rajesh S. Patel

County of Alameda)
State of California) ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Rajesh S. Patel, personally known to me (~~or proved to me on the basis of 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.



Elisa R. Hamby
Notary Public



Dated 02/08/99 Sudarsan Srinivasan
Sudarsan Srinivasan

County of Alameda)
State of California) ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Sudarsan Srinivasan, personally known to me (~~or proved to me on the basis of 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.



Elisa R. Hamby
Notary Public

Dated 2/8/99

Russell M. Pon

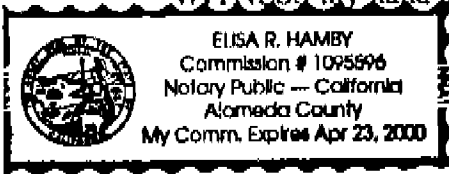
Russell M. Pon

County of Alameda
State of California

)}
| ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Russel M. Pon, personally known to me (~~or proved to me on the basis of 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.



Elisa R. Hamby
Notary Public

Dated 2/8/99

Jeffrey A. Schuster
Jeffrey A. Schuster

County of Alameda
State of California

)}
| ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Jeffrey A. Schuster, personally known to me (~~or proved to me on the basis of 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.



Elisa R. Hamby
Notary Public

Dated 02/08/99

Igor Gonda
Igor Gonda

County of Alameda)
State of California) ss.

On February 8, 1999, before me, the undersigned Notary Public, personally appeared Igor Gonda, personally known to me (~~or proved to me on the basis of 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.

Alisa R. Hamby
Notary Public

