

04-10-2002

Docket No.: MEDIV1170-1



To the Honorable Commissioner for Patent

102050255

and original documents or copy thereof.

1. Name of Conveying party(ies):

1. Kenneth W. Carpenter
2. Michelle Fourmont
3. E. Thomas Malphus
4. Kazuo Sasamine
5. Hong Li

3-27-02

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

2. Name and address of receiving Party(ies)

Name: Myocardial Therapeutics, Inc.Street Address: 8950 Villa La Jolla Drive
Suite 2160City: La Jolla State: CA Zip: 92037Additional name(s) & address(es) attached?
☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of name
☐ Other _____

Execution Date: 1. 11/21/01; 2. 11/26/01; 3. 11/21/01;
4. 11/21/01 5. 11/21/01

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)

10/004,525

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: June M. LearnGRAY CARY WARE & FREIDENRICH LLPStreet Address: 4365 Executive Drive, Suite 1100City: San Diego State: CA Zip: 92121-21336. Total number of Applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed - Check No.: 5027708. ☒ Authorized to charge any underpayment or credit
and fees to Deposit Account No.: 50-1355

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.*

04/09/2002 6T0N11 00000154 10004525

01 FC:501 June M. Learn 40.00 OP

Name of Person Signing
Registration No.: 31,238

Signature

March 18, 2002
DateTotal number of pages including cover sheet, attachments, and document: 8

ASSIGNMENT
(BY INVENTORS)

This assignment ("Assignment") is made by Kenneth W. Carpenter of La Jolla, California, Michelle Fourmont of Carlsbad, California, E. Thomas Malphus of La Jolla, California, Kazuo Sasamine of Lemon Grove, California, and Hong Li of San Diego, California (collectively, the "Assignors") to Myocardial Therapeutics, Inc., a California corporation ("Assignee"), having a place of business at 8950 Villa La Jolla Drive, Suite 2160, La Jolla, California 92037.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **STERILE ASPIRATION/REINJECTION SYSTEMS** for which an application for United States Letters Patent was filed on **October 23, 2001**, in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 10/004,525.
(Attorney Docket No.: MEDIV1170-1)

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application

(including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers

and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

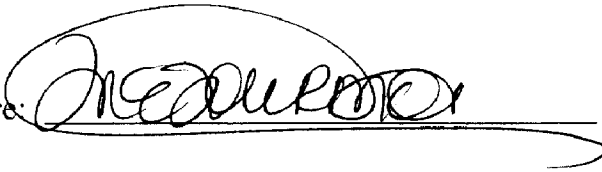
Assignor: Kenneth W. Carpenter

Date: 11/21/05

Signature: 

Assignor: Michelle Fourmont

Date: 11/26/01

Signature: 

Assignor: E. Thomas Malphus

Date: _____

Signature: _____

Assignor: Kazuo Sasamine

Date: _____

Signature: _____

Assignor: Hong Li

Date: _____

Signature: _____

Assignor: Michelle Fourmont

Date: _____

Signature: _____

Assignor: E. Thomas Malphus

Date: 21 NOV 01

Signature: E. Thomas Malphus

Assignor: Kazuo Sasamine

Date: _____

Signature: _____

Assignor: Hong Li

Date: _____

Signature: _____

Assignor: Michelle Fourmont

Date: _____

Signature: _____

Assignor: E. Thomas Malphus

Date: _____

Signature: _____

Assignor: Kazuo Sasamine

Date: November 21, 2001

Signature: Kazuo Sasamine

Assignor: Hong Li

Date: _____

Signature: _____

Assignor: Michelle Fourmont

Date: _____

Signature: _____

Assignor: E. Thomas Malphus

Date: _____

Signature: _____

Assignor: Kazuo Sasamine

Date: _____

Signature: _____

Assignor: Hong Li

Date: 11/21/01

Signature: Hong Li