

08-05-2002

Attorney Docket No. 016325-003710US



Form PTO-1595

(Rev. 03-01)

OMB No. 0651-0027 (exp. 5/31/2002)

set

U.S. Department of Commerce
U.S. Patent and Trademark Office

102179004

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

FINETABOLEX, INC.

2. Name and address of receiving party(ies)

Name: DIATEX, INC.

Internal Address:

Street Address: 105 Elm Spring Land

City: San Antonio

State: TX

ZIP: 78231

Additional name(s) of conveying parties attached? ☐ Yes ☐ No.

3. Nature of conveyance:

☒ Assignment (50% of rights) ☐ Merger☐ Security Agreement☐ Change of Name☐ Other: _____Additional names and addresses attached? ☐ Yes ☒ No

Execution Date: May 7, 2002

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): 09/585,907

B. Patent No(s): _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: William B. Kezer
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

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: 20-1430

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.

William B. Kezer

Name of Person Signing
Atty. Reg. No. 37,369

Signature

July 19, 2002

Date

Total number of pages including cover sheet, attachments and document 6

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

WC 9043816 v1

08/05/2002 GT0N11 00000014 201430 09585907

01 FC:581 40.00 CH

PATENT
REEL: 013137 FRAME: 0615

ASSIGNMENT OF 50% UNDIVIDED RIGHT, TITLE AND INTEREST

WHEREAS, Metabolex, Inc. a Delaware Corporation, located at 3876 Bay Center Place, Hayward, California 94545, hereinafter referred to as "ASSIGNOR, " is the legal owner and constructive trustee of all rights in certain new and useful improvements ("the Inventions") as described and set forth in the below-identified applications for United States Letters Patents:

Title of Invention: USE OF (-)(3-TRIHALOMETHYLPHENOXY) (4-HALOPHENYL) ACETIC ACID DERIVATIVES FOR TREATMENT OF INSULIN RESISTANCE, TYPE 2 DIABETES AND HYPERLIPIDEMIA AND HYPERURICEMIA

Filing Date: June 2, 2000

Serial No.: 09/585,907

WHEREAS, DiaTex, Inc, a Texas corporation having its statewide administrative offices located at 105 Elm Spring Land, San Antonio, Texas 78231, hereinafter referred to as "JOINT ASSIGNEE," is the equitable, but unrecorded, joint owner of all rights in the Invention as described and set forth in the above-identified applications for United States Letters patents and wants to acquire a legal interest in the Inventions and applications and in any Letters Patents and Registrations that may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor, has assigned, and by these presents does assign to Joint Assignee a 50% undivided right, title and interest in and to the Invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patents and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The 50% undivided right, title and interest is to be jointly held and enjoyed by Assignor and Joint Assignee and Assignor's and Joint Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by the named inventors, for the full term of any Letters Patents and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor and Joint Assignee further agree that Assignor and Joint Assignee will both (a) cooperate in the prosecution of U.S. Patent applications and foreign counterparts of the Inventions and (b) perform such other acts as either Assignor or Joint Assignee lawfully may request to obtain or maintain Letters patents and Registrations for the Inventions in any and all countries, and to vest joint title thereto in Assignor and Joint Assignee, or Assignor's Joint Assignee's successors and assigns.

Assignor further agrees that Assignor will, without charge to joint Assignee execute, verify, acknowledge and deliver all such further papers, including instruments of legal ownership to reflect the joint ownership by Assignor and Joint Assignee or Assignor's and Joint Assignee's successors and assigns.

IN TESTIMONY WHEREOF, the Assignment is executed this 7 day of May, 2002.

METABOLEX, INC.

By: Thomas Q. Glose

Title: CHIEF EXECUTIVE OFFICER

WC 9036986 v1