




Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  Dongxu SUN Edward L. PERKINS Stuart TUGENDREICH  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> No	2. Name and address of receiving party(ies)  ICONIX PHARMACEUTICALS INC., 325 E. Middlefield Road Mountain View, CA 94043  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input 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: 02/27/2003; 03/10/2003; and 01/29/2003, respectively					
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) 10/300,651 B. Patent No.(s)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Roberta L. Robins Cooley Godward LLP Five Palo Alto Square 3000 El Camino Real Palo Alto, CA 94306-2155	6. Total number of applications and patents involved: 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 03-3117 (Attach duplicate copy of this page if paying by deposit account)				
<b>DO NOT USE THIS SPACE</b>					
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>  <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;"> <u>Roberta L. Robins, Reg. No. 33,208</u>            Name of Person Signing         </td> <td style="width:30%; border: none; text-align: center;">             Signature         </td> <td style="width:40%; border: none; text-align: right;"> <u>4/1/03</u>            Date         </td> </tr> </table> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: <b>13</b></p>			<u>Roberta L. Robins, Reg. No. 33,208</u> Name of Person Signing	 Signature	<u>4/1/03</u> Date
<u>Roberta L. Robins, Reg. No. 33,208</u> Name of Person Signing	 Signature	<u>4/1/03</u> Date			

I hereby certify that this correspondence is being transmitted by facsimile addressed to **Assignment Branch**, Facsimile Number 703-306-5995, at United States Patent and Trademark Office, Washington, D.C. 20231 at 4:00 PM on April 1, 2003.

By: Hanna Hacham  
 Hanna Hacham

**PATENT**

Rev. 6/14/2002

Attorney Docket No: 5050-0062

PATENT

ASSIGNMENT  
(Joint)

Dongxu SUN, residing at Mountain View, CA, Edward L. PERKINS, residing at Burnaby, Canada and Stuart TUGENDREICH, residing at Mountain View, CA (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled MODULATORS FOR RHO C ACTIVITY, and which is a:

- (1)  provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. 10/300,654, and filed on 19 November 2002.

**WHEREAS**, ICONIX PHARMACEUTICALS INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 325 E. Middlefield Road, Mountain View, CA 94043 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

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**Attorney Docket No. 5050-0062  
Page 2**

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

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Attorney Docket No. 5050-0062

Page 3

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 2/27/2003

By:   
Dongxu SUN

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public Place Notary Seal Above

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Edward L. PERKINS

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public Place Notary Seal Above



Rev. 6/14/2002

Attorney Docket No: 5050-0062

PATENT

**ASSIGNMENT  
(Joint)**

*Duluth, MN  
Ed 3/10/03*

Dongxu SUN, residing at Mountain View, CA, Edward L. PERKINS, residing at ~~Burnaby, Canada~~ and Stuart TUGENDREICH, residing at Mountain View, CA (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled MODULATORS FOR RHO C ACTIVITY, and which is

a:

- (1)  provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. 10/300,654, and filed on 19 November 2002.

**WHEREAS**, ICONIX PHARMACEUTICALS INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 325 E. Middlefield Road, Mountain View, CA 94043 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
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**Attorney Docket No. 5050-0062****Page 2**

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

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The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

Rev. 06/14/2002

Attorney Docket No. 5050-0062

Page 3

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Date: \_\_\_\_\_ By: \_\_\_\_\_  
Dongxu SUN

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public Place Notary Seal Above

Date: 3/10/03 By:   
Edward L. PERKINS

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Attorney Docket No: 5050-0062

PATENT

ASSIGNMENT  
(Joint)

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Rev. 06/14/2002

**Attorney Docket No. 5050-0062  
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Date: \_\_\_\_\_ By: \_\_\_\_\_  
Dongxu SUN

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public Place Notary Seal Above

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Edward L. PERKINS

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

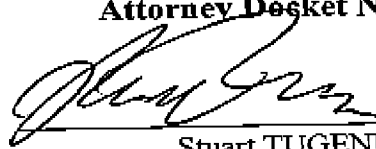
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 Signature of Notary Public Place Notary Seal Above

Rev. 06/14/2002

Attorney Docket No. 5050-0062

Page 4

Date: 1/29/03

By:   
Stuart TUGENDREICH

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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\_\_\_\_\_  
 Signature of Notary Public

Place Notary Seal Above