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Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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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):

Edward T. Wei

12-30-02

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 12/19/02

2. Name and address of receiving party(ies)

Name: Cragmont Pharmaceuticals, LLC

Internal Address: \_\_\_\_\_

Street Address: 480 Grizzly Peak Blvd

City: Berkeley State: CA Zip: 94708

Additional name(s) & address(es) attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
2001 DEC 30 PM 3:23  
FINANCE SECTION

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) \_\_\_\_\_

S.N. 10/267,896 (filed October 8, 2002)

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Cragmont Pharmaceuticals, LLC

Internal Address: \_\_\_\_\_

Street Address: 480 Grizzly Peak Blvd.

City: Berkeley State: CA Zip: 94708

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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9. Signature.

12/31/2002 LNUELLER 00000282 10267896

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40.00 DP

Edward T. Wei

Name of Person Signing

Edward T. Wei

Signature

December 23, 2002

Date

Total number of pages including cover sheet, attachments, and documents:

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

PATENT  
REEL: 013609 FRAME: 0122

## ASSIGNMENT

WHEREAS, Edward T. Wei , a resident of Berkeley, California , hereinafter referred to as "Assignor," has invented certain new and useful improvements as described and set forth in the following listed applications for Letters Patent of the United States:

"1,2,3,6-Tetrahydropyrimidine-2-one Compositions, Articles and Therapeutic Methods for Upper Airway Breathing Disorders", filed October 8, 2002, S.N. 10/267.896

WHEREAS, Cragmont Pharmaceuticals, LLC, a limited liability company of the State of Delaware, having a place of business at 480 Grizzly Peak Blvd., Berkeley, California, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to said applications, said inventions, said improvements, and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire worldwide right, title and interest in and to said applications, said invention and said improvements, and in and to any and all Letters Patent on said inventions and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as they would have been held and enjoyed by said Assignor had this Assignment and transfer not been made.

2. Assignor hereby warrants, covenants and represents that he has not heretofore granted any license, right or privilege with respect to said applications, inventions or improvements, or in any other way encumbered the same, and that he has the full right to make this Assignment.

3. Assignor further agrees that at the request and expense of Assignee, but without charge to said Assignee, he will promptly execute all papers necessary or desirable to perfect ownership of said inventions, improvements, applications or said Letters Patent, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said applications, for use in interference proceedings involving said inventions or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, his heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, I have executed and delivered to Assignee this instrument this 19 day of Dec., 2002.

*Edward T. Wei*

Edward T. Wei

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF ALAMEDA )

On Dec. 19, 2002, before me, RAJITA K SINGH, personally appeared Edward T. Wei, personally known to me/proved 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/she executed the same in his/her authorized capacity, and that by his/her 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.

*Rajita*  
\_\_\_\_\_  
Notary Public

RAJITA K SINGH

(SEAL)

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