(Rev. 6-93) OMB No. 065140011 (exp. 4/94)	2-28-2003 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Docket No.:4255/1M569US1		
To the Honorable Commissioner of Patents and Trademarks:	ginal documents or copy thereof.		
1. Name of conveying party(ies): Christopher P. ADAMS Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: [] [X] Assignment [] [] Security Agreement [] [] Other _ Execution Date: 02/10/03	2. Name and address of receiving party(ies): Name: COMPELLIS PHARMACEUTICALS Internal Address: Street Address: 141 POWDERHOUSE BLVD. City: SOMMERVILLE State: MA Zip:02144 Additional name(s) & address(es) attached? [] Yes [X] No Additional name(s) & address(es) attached? [] Yes [X] No		
4. Application number(s) or patent number(s):			
A. Patent Application No.(s) $\frac{10369188}{20369188}$	B. Patent No.(s)		
Additional numbers at	ttached? [] Yes [X] No		
 Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Darby & Darby P.C.</u> 	6. Total number of applications and patents involved:		
Internal Address: S. Peter Ludwig Street Address: <u>Post Office Box 5257</u>	 7. Total fee (37 CFR 3.41):\$<u>40</u> [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: <u>04-0100</u> (Attach duplicate copy of this page if paying by deposit account) 		
City: <u>New York</u> State: <u>New York</u> Zip: <u>10150-5257</u>			
DO NOT U	ISE THIS SPACE		
true copy of the original document. S. Peter Ludwig, (25,351) Name of Person Signing	information is true and correct and any attached copy is a <u>February 18, 2003</u> Date ng cover sheet, attachments, and document:		
Commissioner of Patents &	ith required cover sheet information to: Trademarks, Box Assignments on, D.C. 20231 O drd not rest inform(s) 40:00 check		
:\4255\1m569us1\BAR3467.WPD;1	PATENT REEL: 013784 FRAME: 0386		

- · · · ·

ASSIGNMENT BY INVENTORS - WORLDWIDE

1. Christopher P. Adams, a citizen of the United States, residing at 141 Powderhouse Blvd. Somerville, MA 02144; and I. James Flynn, a citizen of the United States, residing at 19 Wellington Lane, Lexington, MA 02423, hercinafter called Assignors;

WHEREAS, Assignors have invented certain new and useful improvements in INHIBITION OF OLFACTORY NEUROSENSORY FUNCTION TO TREAT EAFING DISORDERS AND OBESITY, set forth in an Application for Letter Patent of the United States; executed on even date herewith.

WHEREAS, COMPELLIS PHARMACEUTICALS, a corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at 141 Powderhouse Blvd, Somerville, Massachusetts 02144, U.S.A. (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention, and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States when granted, and in and to any divisions, divisionals, continuations, improvements, reissues or extensions that may be made or granted thereon, and all foreign countries to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon.

{M.\4255\1)n569us1\AU2490.DOC;1}

and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration. Assignors hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the U.S. Director of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

(M:\4255\1M569U\$1\AL2490.DOC;1)

DARBY & DARBY P.C.

Paul F. Fehlnei	35,135	Joseph B. Lerch	26,936	Peter C. Schechter	31.662
Paul Fields	20.298	Bert J. Lewen	19,407	Henry Sternberg	Z2,408
Melvin C. Gariier	26,272	Scott G. Lindvall	40,325	Robert C. Sullivan	30.499
Adda C. Gogoris	29,714	S. Peter Ludwig	25,351	Michael J. Sweedler	€9.937
Mate S. Gross	19,614	Joseph R. Robinson	33,448	Plerre R. Yanney	35.418
David Leason	36,195	Robert Schaffer	31,194		

AND Assignors acknowledges an obligation of assignment of this invention to

Assignee at the time the invention was made.

Christopher P. Adams

Date: 2/0/03

James Flynn

Date:

(M:\4255\1M689US1\AL2490.DOC;1)

RECORDED: 02/18/2003