

2-1303

02-28-2003

. NO.: EV177187485US

Form PTO-1595

(Rev. 03/01)

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

RECORD



F. 102377810

DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeJC598 U.S. PTO  
10/365977  
02/13/03

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

## 1. Name of conveying party(ies):

Rance A. Winkler (02/06/2003), Timothy J. Patrick  
(02/06/2003), and Carribeth B. Ramey (02/06/2003)Additional name(s) of conveying party(ies)  
attached? ☐ Yes ☒ No

## 3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: see Box 1, conveying parties

## 2. Name and address of receiving party(ies)

Name: PROXIMA THERAPEUTICS, INC.

Internal Address:

Street Address:

2555 Macaroni Drive, Suite 220

City: Alpharetta

Country: U.S.

Zip: 30005-4143

Additional name(s) &  
address(es) attached: ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: February 6, 2003

A. Patent Application No.(s):

10365977

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: Lisa J. Michaud  
NUTTER MCCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 101360-0045

Street Address:

World Trade Center West  
155 Seaport BoulevardCity:  
BostonState:  
MAZip:  
02110-26996. 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☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

## 8. Deposit account number:

141449

(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 information is true and correct and any attached copy  
is a true copy of the original document.

Lisa J. Michaud

Name of Person Signing

Signature

February 13, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

02/27/2003 GTOW11 00000101 10365977

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PATENT  
REEL: 013786 FRAME: 0180

## ASSIGNMENT

Whereas we, the undersigned, **Rance A. Winkler, and Timothy J. Patrick and Carribeth B. Ramey**, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **SYSTEM AND METHOD FOR THE TREATMENT OF SPINAL METASTASES**, which application is filed herewith, and identified as Attorney Docket No. 101360-45; and

Whereas, **Proxima Therapeutics, Inc.**, a **Minnesota** corporation having a place of business at **2555 Marconi Drive, Suite 220, Alpharetta, GA 30005-4143**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

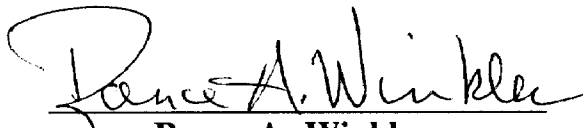
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully

and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

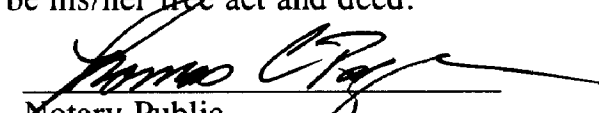
Dated: Feb. 6, 2003

  
Rance A. Winkler

State or Commonwealth of Georgia

County of Gwinnett

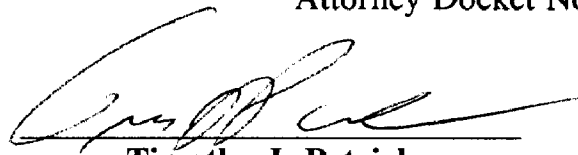
On this 6TH day of FEBRUARY, 2003, before me appeared **Rance A. Winkler**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

  
Notary Public  
My Commission Expires:

[seal]

Notary Public, Gwinnett County, Georgia  
My Commission Expires August 3, 2006

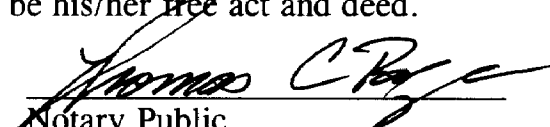
Dated: 2/6/03

  
Timothy J. Patrick

State or Commonwealth of Georgia

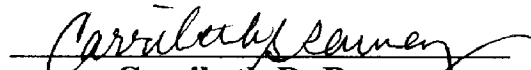
County of Gwinnett

On this 6TH day of FEBRUARY, 2003, before me appeared **Timothy J. Patrick**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

  
Notary Public  
My Commission Expires:  
Notary Public, Gwinnett County, Georgia  
My Commission Expires August 3, 2006

[seal]

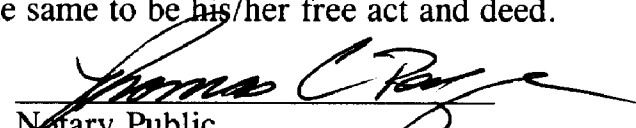
Dated: 02/06/03

  
Carribeth B. Ramey

State or Commonwealth of Georgia

County of Gwinnett

On this 6TH day of FEBRUARY, 2003, before me appeared **Carribeth B. Ramey**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

  
Notary Public  
My Commission Expires:  
Notary Public, Gwinnett County, Georgia  
My Commission Expires August 3, 2006

[seal]

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