

ASSIGNMENT RECORDATION FORM COVER SHEET *Patents Only*

To the Honorable Commissioner of Patents and Trademarks:

August 21, 2003

Attorney Docket No. 9336.2

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jeffrey A. Warden

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

Oriel Therapeutics, Inc.
630 Davis Drive, Suite 120
Durham, NC 27713, USA

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

3. Nature of conveyance:

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

Execution Date: July 30, 2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application Serial No. 10/434,009; Patent No. _____

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

Additional numbers attached? ☐ Yes ☒ No

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

Julie H. Richardson
Myers Bigel Sibley & Sajovec, P.A.
P. O. Box 37428
Raleigh NC 27627

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: 50-0220

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.

Julie H. Richardson, Reg. No. 40,142

Name of Person Signing

Signature

8/20/03

Date

Total number of pages including cover sheet, attachments and document: 3

CH \$40.00 500220 10434009

Attorney Docket No.: 9336-2

ASSIGNMENT

THIS ASSIGNMENT, made by me, **Jeffrey A. Warden**, a citizen of the United States of America, residing at 12213 Dunard Street, Raleigh, North Carolina 27614.

WITNESSETH: That,

WHEREAS, I am one of the joint inventors of certain new and useful improvements in **DRY POWDER INHALERS, RELATED BLISTER DEVICES, AND ASSOCIATED METHODS OF DISPENSING DRY POWDER SUBSTANCES AND FABRICATING BLISTER PACKAGES**, for which an application for United States Letters Patent was filed in the United States Patent and Trademark Office on May 8, 2003 as Application Serial no. 10/434,009; and

WHEREAS, **Oriel Therapeutics, Inc.**, having a principal place of business at 630 Davis Drive, Suite 120, Durham, North Carolina, 27713, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said provisional application, and in and to any and all Letters Patent which shall be granted for applications claiming priority therefrom in the United States of America and all foreign countries;

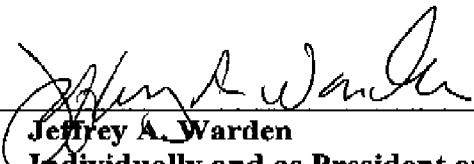
NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, individually and/or on behalf of 1859 Design, Inc., a Michigan Corporation having a place of business at 12213 Dunard Street, Raleigh, North Carolina 27614, have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all applications claiming priority from said application, as well as all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

I hereby request that said Letters Patent be issued in accordance with this assignment.

I further covenant and agree that, at the time of the execution and delivery of these presents, I possess full title to the invention and application above-mentioned, and that I have the unencumbered right and authority to make this assignment.

I further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and I hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 30 day of July, 2003.

 (SEAL)
Jeffrey A. Warden
Individually and as President on behalf of
1859 Design, Inc.

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF Wake)

Before me personally appeared the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same for the purposes therein stated, this 30 day of July, 2003.




Notary Public
MY COMMISSION EXPIRES
MAY 20, 2005

My Commission Expires: _____