

U.S. DEPARTMENT OF COMMERCE

**(REVISED) RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

Patent and Trademark Office  
Docket No. 524022000100

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

1. Name of conveying party(ies):

- 1) Dexu ZHU;
- 2) Mutsumi MURAMATSU;
- 3) Jianshu XIE;
- 4) Ni CHENG;
- 5) Ming-Wei WANG

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation-State       Other

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

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement       Change of Name

Execution Dates: 1) November 10, 2003; 2) November 10, 2003;  
3) November 13, 2003; 4) November 10, 2003; and 5) November 13, 2003.

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

Name: Shanghai East Best Biopharmaceutical  
Internal Address:  
Street Address: 2nd Floor, No. 200, Tian Lin Rd.  
City: Shanghai 200233 State: PR China

and

Name: Nanjing University  
Internal Address:  
Street Address: 22 Hankou Rd.  
City: Nanjing 210093 State: PR China

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 application is:

A. Patent Application No.(s)  
09/975,136

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Peng Chen  
Morrison & Foerster LLP  
3811 Valley Centre Drive  
Suite 500  
San Diego, California 92130-2332

6. Total number of applications and patents involved: One

7. Total fee (37 C.F.R. § 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account, referencing Attorney Docket 524022000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952, ref 524022000100

**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.

Name: Peng Chen, Reg. No. 43,543

Signature

Date

January 7, 2004

Total number of pages comprising cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office  
Office of Public Records, Mail Stop Assignment Recordation Services  
P O Box 1450, Alexandria, VA 22313-1450

Duplicate Copy  
For Fee Processing  
**PATENT**

sd-152701

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REEL: 014241 FRAME: 0433

CH \$40.00 031952 09976136

Attorney Docket No.: 524022000100

**ASSIGNMENT JOINT  
(REVISED)**

THIS ASSIGNMENT, by Dexu ZHU, 25 Nan Xiu Cun, Apt. #503, Nanjing, Jiangsu Province 210008, PRC; Mutsumi MURAMATSU, Kitayama-Cho Iwasaki 6-2, Tokushima-Shi 770-8032, Japan; Jianshu XIE, Apt. 5018, Lane 399, Rende Rd., Shanghai, 200434, PRC; Ni CHENG, 4-501, Jingzhe Rd., Zhengjiang, Jiangsu Province, 212001, PRC; and Ming-Wei WANG, 7345 Celata Lane, San Diego, CA 92129-4552 (hereinafter referred to as the assignors), respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHODS AND COMPOSITIONS FOR TREATING OR PREVENTING BACTERIAL INFECTION, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 09/975,136 and filed on October 10, 2001; and

WHEREAS, SHANGHAI EAST BEST BIOPHARMACEUTICAL ENTERPRISES, CO., LTD., a corporation duly organized under and pursuant to the laws of CHINA and having its principal place of business at 2nd Floor, No. 200, Tian Lin Rd., Shanghai 200233, P.R. China and NANJING UNIVERSITY, a university in CHINA, and having its principal place of business at 22 Hankou Rd., Nanjing 210093, P.R. China (hereinafter referred to as the assignees) are desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignees, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignees, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignees its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignees, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignees, or the counsel of its successors, legal representatives and assigns, shall


Attorney Docket No.: 524022000100

advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said assignees, its successors, legal representatives and assigns, but at the cost and expense of said assignees, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignees as the assignees of said inventions and the Letters Patent to be issued thereon for the sole use of said assignees, its successors, legal representatives and assigns.

Nov. 10, 2003

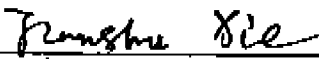
Date

  
 \_\_\_\_\_  
 Dexu ZHU

Date

 \_\_\_\_\_  
 Mutsumi MURAMATSU
11/12/2003

Date

  
 \_\_\_\_\_  
 Jianshu XIE
Nov. 10, 2003

Date

  
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 Ni CHENG
11/13/2003

Date

  
 \_\_\_\_\_  
 Ming-Wei WANG

Attorney Docket No. 52402200G109

advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said assignees, its successors, legal representatives and assigns, but at the cost and expense of said assignees, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignees as the assignees of said inventions and the Letters Patent to be issued thereon for the sole use of said assignees, its successors, legal representatives and assigns,

NOV. 10, 2003

Date

*Dexu Zhu*  
Dexu ZHU

NOV. 10, 2003

Date

*Mutsuru Muramatsu*  
Mutsuru MURAMATSU

Date

Jianshu XIE

Nov. 10, 2003

Date

*Ni Cheng*  
NI CHENG

Date

Ming-Wei WANG