

| Form PTO-1595<br>(Rev. 03/01)<br>OMB No. 0651-0027 (exp. 5/31/2002)   |  | RECORDATION FORM COVER SHEET<br>PATENTS ONLY  |  | U.S. DEPARTMENT OF COMMERCE<br>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):<br>Jason LEWIS (01/09/2004), Dinesh V. PATEL (01/09/2004), Sampath K. ANANDAN (01/09/2004), and Mikhail F. GORDEEV (01/09/2004)<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  | 2. Name and address of receiving party(ies)<br>Name: <u>VICURON PHARMACEUTICALS INC.</u><br>Internal Address: _____<br>Street Address: <u>34790 Ardentech Court</u><br><br>City: <u>Fremont</u><br>State: <u>California</u> Zip: <u>94555</u><br>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   |  |
| 3. Nature of Conveyance:<br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other _____<br>Execution Date: <u>see Box 1, conveying parties</u>  |  |   |  |   |  |
| 4. Application number(s) or patent number(s):<br>If this document is being filed together with a new application, the execution date of the new application is: _____<br>A. Patent Application No.(s): <u>10/642,807</u><br>B. Patent No.(s): _____<br>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   |  |   |  |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br>Name: <u>Nicholas S. Buffinger</u><br><u>MORRISON &amp; FOERSTER LLP</u><br>Internal Address: <u>Atty. Dkt.: 342312004900</u><br>Street Address: <u>755 Page Mill Road</u><br><br>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u>  |  | 6. Total number of applications and patents involved: <u>1</u><br>7. Total fee (37 CFR 3.41) \$ <u>40.00</u><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)<br>8. Deposit account number: <u>03-1952</u><br>(Attach duplicate copy of this page if paying by deposit account) |  |   |  |
| DO NOT USE THIS SPACE   |  |   |  |   |  |
| 9. Statement and signature.<br><i>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.</i><br><br>Jill A. Jacobson - 40,030<br>Name of Person Signing <u>Jill A. Jacobson</u> Signature <u>January 12, 2004</u> Date<br><br>Total number of pages including cover sheet, attachments, and documents: <u>5</u> |  |   |  |   |  |

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Attorney Docket No.: 342312004900

**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Jason LEWIS, Dinesh V. PATEL, Sampath K. ANANDAN and Mikhail F. GORDEEV (hereinafter referred to as the assignors), residing at 2939 Kelly Street, Hayward, California 94541, 45109 Cougar Circle, Fremont, California 94539, 41069 Comac Terrace, Fremont, California 94539 and 5072 Stone Canyon Drive, Castro Valley, California 94552, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in LINCOMYCIN DERIVATIVES POSSESSING ANTIBACTERIAL ACTIVITY, set forth in an application for Letters Patent of the United States, bearing Serial No.10/642,807 and filed on August 15, 2003; and

WHEREAS, Vicuron Pharmaceuticals Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 34790 Ardentech Court, Fremont, California 94555 (hereinafter referred to as the assignee) is 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 assignee, 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 assignee, 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 assignee 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 assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall 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 assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

Attorney Docket No.: 342312004900

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

1/9/04  
Date

Jason Lewis  
Jason LEWIS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dinesh V. PATEL

\_\_\_\_\_  
Date

1/9/04  
Date

Sampath K. ANANDAN  
Mikhail F. GORDEEV  
Mikhail F. GORDEEV

Attorney Docket No.: 3423120(4900

**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Jason LEWIS, Dinesh V. PATEL, Sampath K. ANANDAN and Mikhail F. GORDEEV (hereinafter referred to as the assignors), residing at 2939 Kelly Street, Hayward, California 94541, 45109 Cougar Circle, Fremont, California 94539, 41069 Cornac Terrace, Fremont, California 94539 and 5072 Stone Canyon Drive, Castro Valley, California 94552, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in LINCOMYCIN DERIVATIVES POSSESSING ANTIBACTERIAL ACTIVITY, set forth in an application for Letters Patent of the United States, bearing Serial No.10/642,807 and filed on August 15, 2003; and

WHEREAS, Vicuron Pharmaceuticals Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 34790 Ardentech Court, Fremont, California 94555 (hereinafter referred to as the assignee) is 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 assignee, 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 assignee, 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 assignee 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 assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall 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 assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

Attorney Docket No.: 342312/04900

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

|                  |   |
|------------------|---|
| Date             | Jason LEWIS   |
| January 09, 2004 |  |
| Date             | Dinesh V. PATEL   |
| 01/09/2004       |  |
| Date             | Sampath K. ANANDAN  |
| Date             | Mikhail F. GORDEEV  |