

07-18-2003


 FORM PTO-1596
 1-31-92 Patent and Trademark Office

U.S. DEPARTMENT OF COMMERCE

DOCKET NO.: 102258.156US

102501055

PATENTS ONLY

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

1. Name of conveying party(ies):

 Richard A. EARL, Maiko EZAWA, Xinqin FANG, David S.
 GARVEY, Ricky D. GASTON, Subhash P. KHANAPURE, L.
 Gordon LETTS, Chia-En LIN, Ramani R. RANATUNGE, Stewart K.
 RICHARDSON, Joseph D. SCHROEDER, Cheri A. STEVENSON,
 Shiow-Jyi WEY
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

 Execution Date: June 16, 2003, June 17, 2003, June 20, 2003 &
June 23, 2003

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

Name: NitroMed, Inc.

Internal Address: _____

Street Address: 12 Oak Park DriveCity: Bedford State/Country: Massachusetts ZIP: 01730Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If the document is being filed together with a new application, the execution date of the application is: July 3, 2003

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: HALE AND DORR LLP

Internal Address: _____

Street Address: 1455 Pennsylvania Ave., N.W.City: Washington State: DC ZIP: 200046. 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:

08-0219

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.

Edward D. Grieff, Registration No. 38,898

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

07/14/2003 07:01:11 00000067 000219 10640014

04 FC-0021

44.00 EA

 PATENT
 REEL: 014270 FRAME: 0160

ASSIGNMENT

WHEREAS, I, Richard A. Earl, being a citizen of the U.S.A., and residing at 6 Kylemore Drive, Westford, MA 01886; Maiko Ezawa, being a citizen of Japan, and residing at 36 Drummer Road, Acton, MA 01720; Xinqin Fang, being a citizen of the U.S.A., and residing at 77 Bow Street, Lexington, MA 02420; David S. Garvey, being a citizen of the U.S.A., and residing at 10 Grand Hill Drive, Dover, MA 02030; Ricky D. Gaston, being a citizen of U. S.A., and residing at 252 Kennedy Drive, No. 512, Malden, MA 02148; Subhash P. Khanapure, being a citizen of India, and residing at 3 Colonial Drive, Clinton, MA 01510; Gordon Letts, being a citizen of Australia, and residing at 12 Abbott Road, Dover, MA 02030; Chia-En Lin, being a citizen of the U.S.A, and residing at 11 Baron Park Lane, Apt 5, Burlington, MA 01830; Ramani R. Ranatunge, being a citizen of the U.S.A., and residing at 11 Bates Road, Lexington MA 02421; Stewart K. Richardson, being a citizen of Great Britain, and residing at 55 Autumn Drive, Tolland, CT 06084; Joseph D. Schroeder, being a citizen of the U.S.A., and residing at 2305 W 52nd Street, Minneapolis, MN 55410; Cheri A. Stevenson, being a citizen of the U.S.A., and residing at 81 Old Yankee Road, Haverhill, MA 01832; Shiow-Jyi Wey, being a citizen of Taiwan, Republic of China, and residing at 5 Kimball Court, Apr 611, Woburn, MA 01801; am the inventor of certain new and useful inventions and discoveries, for which application(s) for Letters Patent " NITROSATED NON-STEROIDAL ANTIINFLAMATORY COMPOUNDS, COMPOSITIONS AND METHODS OF USE " which is being filed herewith with the United States Patent and Trademark Office; and with the United States Patent and Trademark Office as Receiving Office for the Patent Cooperative Treaty;

WHEREAS, NitroMed, Inc., whose address is 12 Oak Park Drive, Bedford, MA 01730, 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 good and valuable consideration furnished by ASSIGNEE to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservations:

1. Assign, transfer, and convey to ASSIGNEE my entire right, title, and interest in and to said inventions and discoveries, said applications for Letters Patent, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, continued prosecution applications, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said applications, and any and all Letters Patents, 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 my name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions 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 throughout the world to issue or transfer all said Letters Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that I 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 I have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to me or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my 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; and to communicate to ASSIGNEE all facts known to me relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal.

Date: 6/16/03 Signature of Inventor: Richard A. Earl
Richard A. Earl

Date: 6/16/03 Signature of Inventor: Maiko Ezawa
Maiko Ezawa

Date: 6/16/03 Signature of Inventor: Xinqin Fang
Xinqin Fang

Date: 6/16/03 Signature of Inventor: David S. Garvey
David S. Garvey

Date: 6/16/03 Signature of Inventor: Ricky D. Gaston
Ricky D. Gaston

Date: 6/16/03 Signature of Inventor: Subhash P. Khanapure
Subhash P. Khanapure

Date: 6/23/03 Signature of Inventor: L. Gordon Letts
L. Gordon Letts

Date: 6/16/03 Signature of Inventor: Chia-En Lin
Chia-En Lin

Date: 06/16/03 Signature of Inventor: Ramani R. Ranatunge
Ramani R. Ranatunge

Date: 6/17/03 Signature of Inventor: Stewart K. Richardson
Stewart K. Richardson

Date: 6/26/03 Signature of Inventor: Joseph D. Schroeder
Joseph D. Schroeder

Date: 6/16/03 Signature of Inventor: Cheri A. Stevenson
Cheri A. Stevenson

Date: 6/16/03 Signature of Inventor: Shiow-Jyi Wey
Shiow-Jyi Wey