



10-23-2003

Form PTO-1595

(Rev. 03/01)

REC

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

U.S. Department of Commerce
Patent and Trademark Office

102582465

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tania KASTELIC
Dominique CHENEVAL
Stephan RUETZAdditional name(s) of conveying party(ies) attached? ☐ yes ☒ no

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

Name: **Novation Pharmaceuticals Inc.**

Street Address: 1323 Regan Avenue

City: Coquitlam, British Columbia Zip Code: V3J 3B6

Country: Canada

Additional name(s) & address(es) attached? ☐ yes ☒ no

3. Nature of Conveyance:

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

Execution Date: 7/18/2001, 7/18/2001, 7/29/2001

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). 09/869,078

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

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

Name: **Sterne, Kessler, Goldstein & Fox P.L.L.C.**

Internal Address: c/o Robert A. Schwartzman, Ph.D.

Street Address: 1100 New York Ave., N.W.

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved: 17. Total fee (37 C.F.R. § 3.41).....\$ 40.00

- ☐ Enclosed
☒ Charge: PTO-2038 Credit Card Form Enclosed
☐ Authorized to be charged to Deposit Account

8. Deposit Account Number:

19-0036

(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.*Robert A. Schwartzman, Ph.D.Name of Person Signing
Registration No. 50,211
SignatureOctober 17, 2003

Date

Total number of pages including cover sheet, attachments and document 21Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 014629 FRAME: 0937



IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Applicant: **Novation Pharmaceuticals Inc.**
Serial No.: **09/869,078**
National Filing Date: **August 15, 2001**
International Filing Date: **December 23, 1999**
Title: **Compounds Which Affect mRNA Stability and Uses Therefor**

DECLARATION OF
DOMINIQUE CHENEVAL, TANIA KASTELIC, AND STEPHEN RUETZ

In re United States Patent Application
filed August 15, 2001 under Serial No. 09/869,078
entitled **Compounds Which Affect mRNA Stability**
and Uses Therefor

We, Dominique Cheneval, Tania Kastelic and Stephen Ruetz, hereby declare that:

1. We are the inventors of the subject U.S. patent application.
2. We submit this declaration to confirm the chain of title of the subject U.S. patent application.

Filing History

3. On December 24, 1998, a United Kingdom patent application was filed under Serial No. 9828710.5, entitled "Organic Compounds" listing Dominique Cheneval, Tania Kastelic and Stephen Ruetz as inventors.
4. On December 23, 1999, a PCT application was filed under PCT/CA99/01234, claiming priority to U.K. Patent Application No. 9828710.5.
5. On August 15, 2001, an application was filed in the United States under Serial No. 09/869,078 entitled "Compounds Which Affect mRNA Stability and Uses Therefor", being national phase entry to PCT Application No. PCT/CA99/01234.


Chain of Title

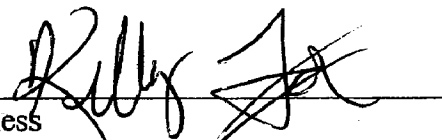
6. On December 22, 1998, we, the inventors, executed an assignment, a copy of which is attached as Exhibit "A", assigning our rights to U.K. Patent Application No. 9828710.5 to Novartis AG. A clerical error existed in the date of execution of said assignment. On July 16, 2003, an affidavit was submitted to the Canadian Patent Office, a copy of which is attached as Exhibit "B", to confirm the correct date of execution of the assignment to be after December 24, 1998. On August 20, 2003, the Canadian Patent Office issued a Certificate of Correction, a copy of which is attached as Exhibit "C", confirming December 24, 1998 as the corrected date of execution of said assignment.

7. On December 21, 1999, Novartis AG executed an assignment, a copy of which is attached as Exhibit "D", assigning its rights to U.K. Patent Application No. 9828710.5 to Novation Pharmaceuticals Inc., the present owner of the subject U.S. patent application.
8. On July 18 and 29, 2001, we, the inventors, executed a "confirmatory assignment", a copy of which is attached as Exhibit "E", confirming the present subject U.S. patent application was assigned to Novation Pharmaceuticals Inc. given that the equitable owner of all rights, title and interest in said application was Novation Pharmaceuticals, Inc. The said confirmatory assignment did not, however, state that it was a confirmatory assignment, nor did it mention that the original assignee, Novartis AG, was a predecessor in title to Novation Pharmaceuticals, Inc.
9. The confirmatory assignment was filed with the United States Patent and Trademark Office on August 15, 2001 and registered on May 8, 2003 against the subject U.S. patent application under registration number Reel 013709 Frame 0847.
10. The reason why the confirmatory assignment was filed was to confirm that the original rights, title and interest of the inventors are currently in the name of Novation Pharmaceuticals, Inc. The confirmatory assignment should have stated that Novartis AG was a predecessor in title to the present assignee, Novation Pharmaceuticals, Inc.
11. We, the inventors, state that this Declaration is to acknowledge Novartis AG's role as a predecessor in title to Novation Pharmaceuticals and as such confirm all rights, title and interest should be with Novation Pharmaceuticals, Inc.
12. We, the inventors, verily believe that the confirmatory assignment was executed to confirm that the rights in equity and law to the present subject U.S. patent application ultimately flowed to, and currently remains with, Novation Pharmaceuticals Inc.

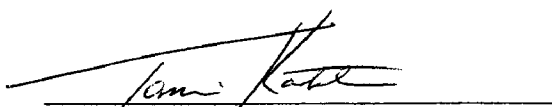
WE DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT AND IS WITHOUT ANY FRAUDULENT OR DECEPTIVE INTENTION.

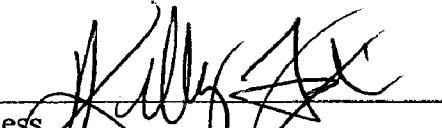
SIGNED at NEW WESTMINSTER B.C. on 9/26/03, 2003.


Dominique Cheneval

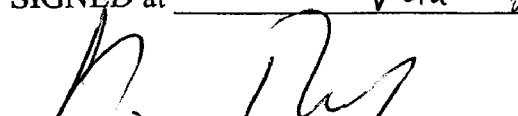

Witness

SIGNED at NEW WESTMINSTER, B.C. on SEPT. 26, 2003.


Tania Kastelic


Witness

SIGNED at San Diego on 08 September, 2003.


Stephen Ruetz

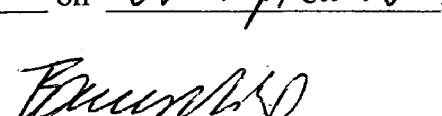

Witness BAUER

Exhibit "A"
to the Declaration of
Dominique Cheneval, Tania Kastelic and Stephen Ruetz

ASSIGNMENT

- We
1. Dominique Cheneval, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*
 2. Tania Kastelic, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*
 3. Stephan Ruetz, *Unholzgasse 4, CH-4123 Riehen, Switzerland*

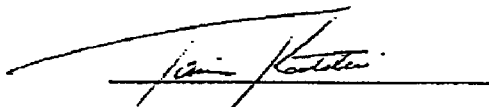
for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to Novartis AG, a Company organized under the laws of the Swiss Confederation, of CH 4002, Basle, Switzerland, its successors, assigns and legal representatives all our right title and interest, in and to the invention entitled: *Organic Compounds* invented by us and described in British patent application No. *UK pat app. No. 9828710.5* ("The Patent Application") including in particular the right to claim priority from the Patent Application when filing any patent applications filed in respect of the Invention in any country of the world, including any refilings, divisions, continuations, reissues, provisional applications, continuation-in-part applications, reexaminations, extensions and supplementary protection certificates in respect of the Invention ("Further Patent Applications") and the right to have any patents which are granted on the Patent Application or any Further Patent Application granted in the name of Novartis AG, such that Novartis AG shall hold and enjoy the said patents as fully and entirely as the same would have been held and enjoyed by us if the assignment had not been made.

Signed on December 22, 1998

1. Dominique Cheneval, *Schmiedeweg 2,*
CH-3048 Worblaufen, Switzerland



2. Tania Kastelic, *Schmiedeweg 2,*
CH-3048 Worblaufen, Switzerland



3. Stephan Ruetz, *Unholzgasse 4,*
CH-4123 Riehen, Switzerland

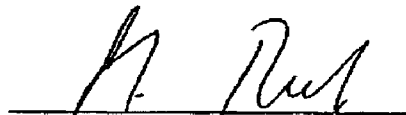


Exhibit "B"
to the Declaration of
Dominique Cheneval, Tania Kastelic and Stephen Ruetz

IN THE CANADIAN PATENT OFFICE

Applicant: **Novation Pharmaceuticals Inc.**

Serial No.: **2,356,622**

Filed: **December 23, 1999**

Title: **Compounds Which Affect mRNA Stability and Uses Therefor**

A F F I D A V I T

In re Canadian Patent Application
filed under Serial No. 2,356,622
entitled **Compounds Which Affect mRNA Stability
and Uses Therefor**


AND IN THE MATTER OF correcting a clerical error under Section 8 of the
Canadian Patent Rules

I, RANDALL W. MARUSYK, of the City of Ottawa in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

1. I am a partner of MBM & Co. that was appointed as agent by the applicant to act in the prosecution of the above-referenced patent application.
2. The subject patent application was filed on December 23, 1999 under Serial No. 2,356,622.
3. An assignment for the subject patent application was filed on May 30, 2002 and registered on August 1, 2002 under registration number 05174780.
4. I am informed and verily believe that a clerical error exists in the date of execution of the assignment, a copy of which is attached as Exhibit "A". The date of execution was computer typed as December 22, 1998. I am informed and verily believe that the clerical error was an error that occurred in the mechanical process of writing or transcribing and its characteristic does not depend at all on its relative obviousness or the relative gravity or triviality of its consequences.
6. I am informed and verily believe that the correct date of execution of the assignment was after December 24, 1998.
7. I am informed and verily believe that the clerical error in the date of execution of the assignment as it appears in the recorded assignment was discovered upon a due diligence review of the application.

8. I am informed and verily believe that the clerical error in the date of execution of the assignment as it appears in the recorded assignment arose out of an error and was in no way intended for the purpose of deceit.

SWORN before me at the City)
of Ottawa in the Province)
of Ontario this 14th day of)
July, 2003.)


Randall W. Marusyk

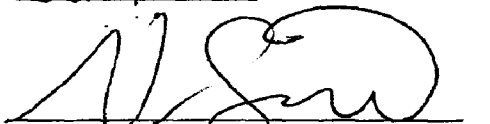

A Commissioner of Oaths, Notary
Public, or the like official
VALERIE SILVA

Exhibit A to the Affidavit
of Randall W. Marusyk sworn
this 14 day of JULY, 2003.


A Commissioner

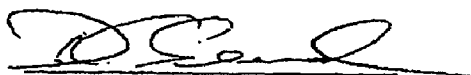
ASSIGNMENT

- We
1. Dominique Cheneval, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*
 2. Tania Kastelic, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*
 3. Stephan Ruetz, *Unholzgasse 4, CH-4123 Riehen, Switzerland*

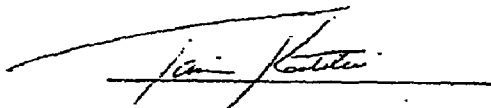
for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to Novartis AG, a Company organized under the laws of the Swiss Confederation, of CH 4002, Basle, Switzerland, its successors, assigns and legal representatives all our right title and interest, in and to the invention entitled: *Organic Compounds* invented by us and described in British patent application No. *UK pat app. No. 9828710.5* ("The Patent Application") including in particular the right to claim priority from the Patent Application when filing any patent applications filed in respect of the Invention in any country of the world, including any refilings, divisions, continuations, reissues, provisional applications, continuation-in-part applications, reexaminations, extensions and supplementary protection certificates in respect of the Invention ("Further Patent Applications") and the right to have any patents which are granted on the Patent Application or any Further Patent Application granted in the name of Novartis AG, such that Novartis AG shall hold and enjoy the said patents as fully and entirely as the same would have been held and enjoyed by us if the assignment had not been made.

Signed on December 22, 1998

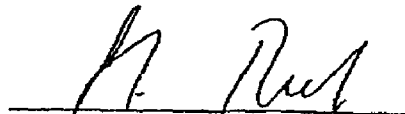
1. Dominique Cheneval, *Schmiedeweg 2,
CH-3048 Worblaufen, Switzerland*



2. Tania Kastelic, *Schmiedeweg 2,
CH-3048 Worblaufen, Switzerland*



3. Stephan Ruetz, *Unholzgasse 4,
CH-4123 Riehen, Switzerland*



IN THE CANADIAN PATENT OFFICE
RE: PATENT APPLICATION NO. 2,356,622 FILED
December 23, 1999

In re: Canadian Patent Application
entitled Compounds Which Affect mRNA Stability and Uses Therefor

AFFIDAVIT

Exhibit "C"
to the Declaration of
Dominique Cheneval, Tania Kastelic and Stephen Ruetz



Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

*Bureau canadien
des brevets
Certificat de correction*

*Canadian Patent
Office
Certificate of Correction*

Canadian Application No. 2,356,622

Filed: December 23, 1999

Les corrections suivantes sont faites en
raison de l'article 8 de la *Loi sur les
brevets* et le document doit être lu tel
que corrigé.

The following corrections are made
pursuant to section 8 of the *Patent Act*
and the document should read as
corrected.

In the Patent application:

1. The date of execution on the assignment document
registered under number 5174780 against
Canadian application number 2356622 has been corrected to read:

December 24, 1998


Agent certificateur / Certifying Officer

August 20, 2003

Date

Canada

(CIPO 25)

OPIC  CIPO

**PATENT
REEL: 014629 FRAME: 0949**

Exhibit "D"
to the Declaration of
Dominique Cheneval, Tania Kastelic and Stephen Ruetz

ASSIGNMENT

This Assignment is made the 21st day of December 1999 between Novartis AG of CH 4002, Basle, Switzerland, and Novation Pharmaceuticals Inc. of 1323 Regan Avenue, Coquitlam, B.C., Canada V3J 3B6

WHEREAS

- A) Novartis AG is the applicant and proprietor of British patent application No. 9828710 filed at the British Patent Office on 24 December 1998 ("The Patent Application");
- B) Novation Pharmaceuticals Inc. wishes to take assignment of the Patent Application and the invention disclosed therein ("The Invention"); and
- C) Novartis AG and Novation Pharmaceuticals Inc., by an agreement between them dated 20 December 1999 ("The Agreement"), have agreed that the Patent Application and The Invention shall be assigned to Novation Pharmaceuticals Inc., subject to the terms and conditions hereinafter set out and as set out in The Agreement.

NOW THIS ASSIGNMENT WITNESSES, THEREFORE,

1. In consideration of the good and valuable consideration set out in The Agreement, Novartis AG does hereby sell, assign and transfer to Novation its entire worldwide right, title and interest in and to the Patent Application, and the Invention, including in particular the right to claim priority from the Patent Application when filing any patent applications filed in respect of the Invention in any country of the world, including any refilings, divisions, continuations, reissues, provisional applications, continuation-in-part applications, reexaminations, extensions and supplementary protection certificates in respect of the Invention ("Further Patent Applications") and the right to have any patents which are granted on the Patent Application or any Further Patent Application granted in the name of Novation, such that Novation shall hold and enjoy the said patents as fully and entirely as the same would have been held and enjoyed by Novartis if the assignment had not been made.

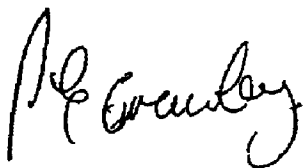
2 Novartis agrees that it will at any time upon request, without charge to, but at the expense of Novation, execute such additional assignments, confirmatory assignments and lawful papers as may be required to record and bring the aforementioned assignment into effect, and that on completion of the assignment Novartis shall transfer to Novation the relevant parts of its files on the Patent Application, retaining one copy thereof for record purposes.

IN WITNESS WHEREOF, Novartis AG and Novation Pharmaceuticals Inc. have duly executed this Assignment (The effective date of this Assignment shall be the date first above given)

Basle, Switzerland

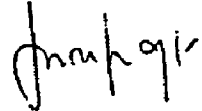
Date: 21st December 1999

NOVARTIS AG as Assignor

By: 

Name: P. E. Crawley

Authorised Signatory

By: 

Name: G. Grange

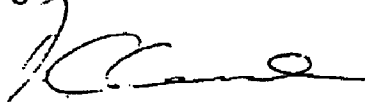
Authorised Signatory

Coquitlam, B.C., Canada

Date: 21st DECEMBER 1999

NOVATION PHARMACEUTICALS

INC. as Assignee

By: 

Name: D. CHENEVAL

Exhibit "E"
to the Declaration of
Dominique Cheneval, Tania Kastelic and Stephen Ruetz

ASSIGNMENT

consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Tania Kastelic, Dominique Cheneval and Stephan Ruetz, the undersigned inventor(s) hereby sell(s) and assign(s) to Novation Pharmaceuticals Inc. (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Compounds Which Affect mRNA Stability and Uses Therefor for which application(s) for patent in the United States of America has (have) been executed by the undersigned on JULY 18, 2001, July 18, 2001 and July 29, 2001, respectively
(also known as United States Application No. (U.S. National Phase of PCT/CA99/01234) filed (International Filing Date: December 23, 1999)), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

PLU
Reg. No. 32,893

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.


The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893;

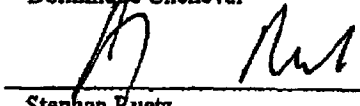
1556.0280000 TIF TIF

Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Saffee, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: July 18, 2001 Signature of Inventor: 
Tania Kastelic

Date: July 18, 2001 Signature of Inventor: 
Dominique Cheneval

Date: July 27, 2001 Signature of Inventor: 
Stephan Ruetz

(Atty. Dkt. 1556.0280000/RWE)

1556.0280000TIF2.TIF

**ACKNOWLEDGMENT OF DECLARATION OF
DOMINIQUE CHENEVAL, TANIA KASTELIC, AND STEPHEN RUETZ**

I, PATRICK EDWARD CRAWLEY, as a duly authorised signatory and on behalf of Novartis AG, whose full post office address is Lichstrasse 35, Bldg. 200-322, Basel CH-4002, Switzerland, acknowledge the attached Declaration of Dominique Cheneval, Tania Kastelic and Stephen Ruetz signed on 9/26/03, 9/26/03 and 9/8/03, respectively, regarding the assignment of U.S. Patent Application No. 09/869,078, and confirm the statements made therein to be true.

SIGNED at Basel, Switzerland, this 29th day of September, 2003.

P. E. Crawley
(signature)

Name: PATRICK EDWARD CRAWLEY

Title: AUTHORISED SIGNATORY

I, MARTINE KUHN declare that I was personally present and did see
(Notary, Attorney, Witness)

PATRICK CRAWLEY duly sign and execute the above acknowledgement.

M. Kuhn
(signature of witness)

**ACKNOWLEDGMENT OF DECLARATION OF
DOMINIQUE CHENEVAL, TANIA KASTELIC, AND STEPHEN RUETZ**

I, DOMINIQUE CHENEVAL, as a duly authorised signatory and on behalf of **Novation Pharmaceuticals Inc.**, Assignee, whose full post office address is 635 Columbia Street, New Westminster, British Columbia, V3M 1A7, acknowledge the attached Declaration of Dominique Cheneval, Tania Kastelic and Stephen Ruetz signed on 9/26/03, 9/26/03 and 9/26/03, respectively, regarding the assignment of U.S. Patent Application No. 09/869,078, and confirm the statements made therein to be true.

SIGNED at NEW WESTMINSTER, Canada, this 30th day of SEPTEMBER, 2003.


(signature)

Name: DOMINIQUE CHENEVAL

Title: PRESIDENT, COO

I, Kelly FOX.....declare that I was personally present and did see
(Notary, Attorney, Witness)

DOMINIQUE CHENEVAL.....duly sign and execute the above acknowledgement.


(signature of witness)