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Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE
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): 1) Timothy J. Patrick 2) James B. Stubbs 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) Name: <u>Proxima Therapeutics, Inc.</u> Street Address: 2555 Marconi Drive, Suite 220 Alpharetta, GA 30005-4143 Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger Execution Date: <u>December 15, 2003</u>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>10/714,586</u> B. Patent No.(s): _____ 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: Name: <u>Ronald Cahill</u> <u>Nutter, McClennen & Fish, LLP</u> Street Address: <u>World Trade Center West</u> <u>155 Seaport Boulevard</u> <u>Boston, MA 02210-2604</u>		6. Total number of applications and patents involved: _____ 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <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> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Ronald Cahill</u> Name of Person Signing </div> <div style="text-align: center;"> Signature </div> <div style="text-align: center;"> <u>March 4, 2004</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: <u>7</u> </div>			

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ASSIGNMENT

Whereas we, the undersigned, **Timothy J. Patrick and James B. Stubbs**, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **DRUG ELUTING BRACHYTHERAPY METHODS AND APPARATUS**, which application was filed on November 14, 2003, assigned Application No. 10/714,586, and identified as Attorney Docket No. 101360-63; and

Whereas, **Proxima Therapeutics, Inc.**, a Delaware corporation having a place of business at **2555 Marconi Drive, Suite 220, Alpharetta, GA 30005-4143**, 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 valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, 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 our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention 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 to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;


4. Warrant that we 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 we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully

and entirely as the same could have been held and enjoyed by us, our 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; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: 12-15-03


Timothy J. Patrick

State or Commonwealth of GEORGIA

County of WINNETT

On this 15TH day of DECEMBER, 2003, before me appeared **Timothy J. Patrick**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

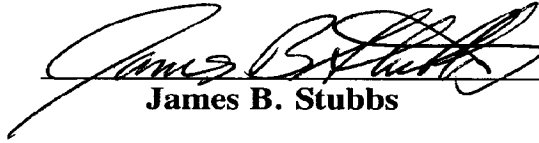

Notary Public

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires August 3, 2006

[seal]

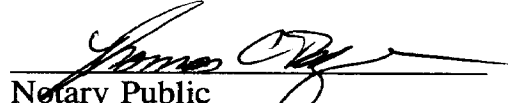
Dated: 12/15/03


James B. Stubbs

State or Commonwealth of : GEORGIA

County of: GWINNETT

On this 15th day of DECEMBER, 2003, before me appeared **James B. Stubbs**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Notary Public
My Commission Expires:

{seal}

Notary Public, Gwinnett County, Georgia
My Commission Expires August 3, 2006

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