

To the Honorable Commissioner for Patents

## 1. Name of Conveying party(ies):

- a. Alex Battaglia  
b. Eva Beim

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

## 3. Nature of conveyance:

- X Assignment \_\_\_\_\_ Merger  
\_\_\_\_\_ Security Agreement \_\_\_\_\_ Change of name  
\_\_\_\_\_ Other \_\_\_\_\_

Execution Date: a. March 8, 2004  
b. March 20, 2004

## 2. Name and address of receiving Party(ies)

Name: JALEVA, INC.

Internal Address: \_\_\_\_\_

Street Address: 8033 Paseo del OcasoCity: La Jolla State: CA Zip: 92037

Additional name(s) & address(es) attached?  
\_\_\_ Yes X 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)  
10/754,430

B. Patent No.(s)

Additional numbers attached? \_\_\_ Yes X No

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

Name: Lisa A. Haile, J.D., Ph.D.  
GRAY CARY WARE & FREIDENRICH LLP

Street Address: 4365 Executive Drive, Suite 1100  
City: San Diego State: CA Zip: 92121-2133

6. Total number of Applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00

X Enclosed - Check No.: 556923  
X Authorized to charge any underpayment to  
Deposit Account No. 50-1355.

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.*

Lisa A. Haile, J.D., Ph.D.  
Name of Person Signing  
Registration No. 38,347

Lisa Haile  
Signature

April 2, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT

This assignment ("Assignment") is made by Alex Battaglia of La Jolla, California and Eva Beim of La Jolla, California (collectively, the "Assignors") to Assignee, **JALEVA, INC.** ("Assignee"), having a place of business at 8033 Paseo del Ocaso, La Jolla, California 92037.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **ORAL CARE COMPOSITIONS FOR TOPICAL APPLICATION** for which an application for United States Letters Patent Application was filed **January 9, 2004** in the United States Patent and Trademark Office.

B. **Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:**

The United States Application Serial No.: 10/754,430;

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment  
on the date(s) provided below.

Date: March 8<sup>th</sup>, 2004

Assignor : Alex Battaglia

Signature: 

Date: 3/20/04

Assignor : Eva Beim

Signature: 