

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

DOCKET ID # 102752280

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Metabasis Therapeutics Inc., formerly known as Gensia-Sicor, Inc., which was formerly known as Gensia Pharmaceuticals, Inc.

Execution Date(s) March 17, 2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: South Alabama Medical Science Fdn.

Internal Address: P.O. Box U-1060

Street Address: 307 N. University Blvd.

City: Mobile,

State: Alabama

Country: USA Zip: 36688

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,573,772

5,443,836

Additional numbers attached? ☐ Yes ☒ No

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

Name: Holly W. Meadows, J.D.

Internal Address: CSAB 253

Street Address: 307 University Blvd.

City: Mobile,

State: Alabama Zip: 36688

Phone Number: (251) 460-7932

Fax Number: (251) 461-1774

Email Address: hmeadows@usouthal.edu

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed Paid - supporting documents attached
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Holly W. Meadows
Signature

Date

HOLLY W. MEADOWS
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 015438 FRAME: 0696

05-25-2004

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USA TECHNOLOGY AND
RESEARCH PARKTELEPHONE: (251) 460-7546
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5/21/04

U.S. Patent and Trademark Office
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Arlington, Virginia 22202

OFFICE OF PUBLIC RECORDS
2004 MAY 21 AM 9:31
FINANCE SECTION

RE: Assignment of U.S. Patents #5,573,772 and 5,443,836

Dear Commissioner,

Please accept the enclosed document(s) as record of Assignment of U.S. Patents #5,573,772 and 5,443,836 from Metabasis, Inc. to the University of South Alabama (USA). You will find all identifying information for this assignment in the enclosed document.

One (1) original and one (1) copy have been sent for your files. Both Metabasis, Inc. and USA have retained an original on file of the following document.

Please do not hesitate to contact me with any questions comments, or with filing notice at the address provided herein.

Cordially,

Holly W. Meadows, J.D.
Licensing Associate

**ASSIGNMENT OF PATENTS AND
TERMINATION OF LICENSE AGREEMENT**

THIS AGREEMENT is made effective as of the 17th day of March 2004 (hereinafter the "Effective Date"), by and between (Metabasis Therapeutics Inc., formerly known as Gensia-Sicor, Inc., which was formerly known as Gensia Pharmaceuticals, Inc.) (hereinafter "METABASIS"), a Delaware corporation doing business in the State of California at 9390 Towne Centre Drive, Building 300, San Diego, CA 92121, and the South Alabama Medical Science Foundation, an Alabama non-profit corporation, having an address at P.O. Box U-1060, 307 N. University Blvd., Mobile, AL 36688 (hereinafter "SAMSF").

WITNESSETH

WHEREAS, METABASIS and SAMSF are Co-Assignees of U.S. Patents Nos. 5,573,772 and 5,443,836 (hereinafter collectively referred to as "Patents"); and

WHEREAS, SAMSF licensed its entire right, title and interest in said Patents to METABASIS by a Research and License Agreement made effective March 5, 1993 (hereinafter "ORIGINAL AGREEMENT"); and

WHEREAS, METABASIS has elected to cease all commercialization activities related to said Patents and has expressed its desire to relinquish all rights in said Patents to SAMSF; and

WHEREAS, SAMSF desires to regain full control of said Patents to pursue other commercialization efforts, consistent with its mission to support research in the University of South Alabama College of Medicine.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, METABASIS and SAMSF agree as follows:

1. METABASIS has agreed to assign and transfer and does hereby assign and transfer unto SAMSF, its successors and assigns, its entire right, title, and interest in and to U.S. Patent 5,573,772, *Methods for protecting tissues and organs from ischemic damage*, issued November 12, 1996, AND its entire right, title, and interest in and to U.S. Patent 5,443,836, *Methods for protecting tissues and organs from ischemic damage*, issued August 22, 1995, as well as all subject inventions of such, and in and to any divisional, continuation, continuation-in-part, reissues or extensions thereof.
2. METABASIS also grants to SAMSF all rights, which have been or may be granted on any of the foregoing to be now held and enjoyed fully and exclusively by SAMSF to the extent they would have been enjoyed by METABASIS had this transfer not been made.

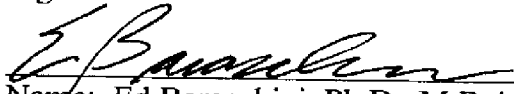
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11/17/04

3. Further, on behalf of its heirs, successors, or other assigns, METABASIS agrees to execute and deliver without further consideration, any further applications, assignments, and or documents SAMSF deems necessary to secure its title and right to these Patents and to the intellectual property represented therein.

4. SAMSF agrees to reimburse METABASIS for the cost of patent maintenance fees related to Patents, which were incurred on or about August 22, 2003, in the amount of \$1,090.00 upon invoicing by METABASIS with appropriate documentation.

5. The ORIGINAL AGREEMENT made between SAMSF and METABASIS on March 5, 1993 is hereby terminated and void. This agreement shall revoke and replace any and all obligations of METABASIS and SAMSF under all agreements made prior to the Effective Date involving these Patents, and inventions represented therein upon signature by representatives of each party below.

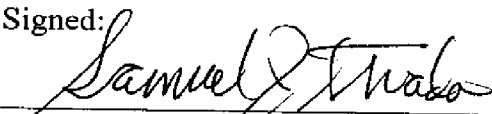
Signed:



Name: Ed Baracchini, Ph.D., M.B.A.

Title: Vice President, Business Development
Metabasis Therapeutics, Inc.

Signed:



Samuel J. Strada, Ph.D.

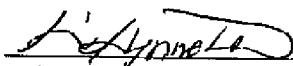
President

South Alabama Medical Science Foundation

State of California

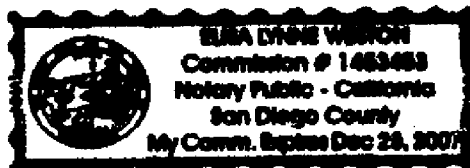
County of San Diego } ss.

Subscribed and sworn to before me this 17th day of March 2004 by Ed Baracchini.

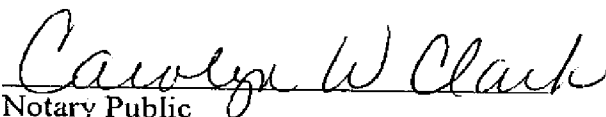


Elisa Lynne Weston

Notary Public



SWORN AND SUBSCRIBED BEFORE ME THIS THE 22 DAY OF March, 2004.



Notary Public

My commission expires 10/18/08