

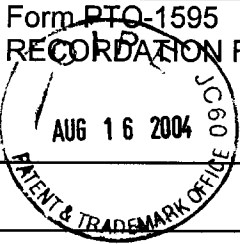
08-19-2004

U.S. Department of Commerce
Patents & Trademark Office



Attorney Docket No. **026220-00045**
Date: **August 16, 2004**

102817550



To the Assistant Commissioner of Patents
Please record the attached original documents or copy thereof

1. Name of conveying party(ies)

Nicoletta ALMIRANTE
Ennio ONGINI
Piero DEL SOLDATO

8-16-04

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: **NICOX S.A.**

Address: **2455 Routes des Dolines
Espace Gaia II
Bâtiment I
06906 Sophia Antipolis
FRANCE**

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date(s): **June 14, 2004 and June 17, 2004**

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)
10/849,560

B. Patent No.(s)

Additional numbers attached? Yes No

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

Customer No. **004372**

Name: **Arent Fox PLLC**
Street Address: **1050 Connecticut Avenue, N.W.
Suite 400
Washington, D.C. 20036-5339**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41)..... **\$ 40.00**

- Included in attached Check
- Any additional fees are authorized to be charged to deposit account

8. Deposit account number: **01-2300**
(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.

Gautam Prakash, Ph.D.

Name of Person Signing
Reg. No. **53,481**

Gautam Prakash
Signature

August 16, 2004
Date

Total number of pages including cover sheet, attachments, and document: **6**

08/18/2004 LINELLER 0000038 102817550 40.00 DP 01 FC:0021

U.S. ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned inventor(s) (hereinafter ASSIGNOR) by

[Insert
ASSIGNEE's
Name(s)
Address(es)]

NICOX S.A.
2455 Routes des Dolines, Espace Gaia II - Bâtiment I, 06906 Sophia Antipolis, France

(hereinafter ASSIGNEE), the receipt of which is hereby acknowledged, the undersigned ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the entire and exclusive right, title and interest to the invention entitled

[Title of
Invention]

CAPTOPRIL DERIVATIVES

[*If the assignment is being filed after the filing of the application, this section must be completed]

for which application for Letters Patent of the United States was filed on May 20, 2004, and assigned Serial Number 10/849560 (Arent Fox PLLC is hereby authorized to insert the series code, serial number and/or filing date hereon, when known) and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute, reissue or reexamination thereof for the full term or terms for which the same may be granted.

The ASSIGNOR agrees to execute all papers necessary in connection with application and any continuing, divisional, reissue or reexamination applications thereof and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient.

The ASSIGNOR agrees to execute all papers necessary in connection with any interference, litigation, or other legal proceeding which may be declared concerning this application or any continuation, division, reissue or reexamination thereof or Letters Patent or reissue patent issued thereon and to cooperate with the ASSIGNEE in every way possible in obtaining and producing evidence and proceeding with such interference, litigation, or other legal proceeding.

IN WITNESS WHEREOF, the undersigned inventor(s) has (have) affixed his/her/their signature(s).


[Signature(s)
of Assignor(s)]



(SIGNATURE)

Nicoletta ALMIRANTE
(TYPE NAME)

14.06.04
(DATE)



(SIGNATURE)

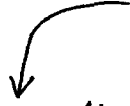
Ennio ONGINI
(TYPE NAME)

June 17, 2004
(DATE)

(SIGNATURE)

Piero DEL SOLDATO
(TYPE NAME)

(DATE)



Please see attached agreement between DEL SOLDATO and NICOX, in which all rights to the invention are assigned to NICOX.

NO LEGALIZATION REQUIRED

**Non-Competition and Confidentiality
Agreement of Mr. Piero Del SOLDATO**

In PARIS,

On December 2, 1995,

THE UNDERSIGNED :

1. **Mr. Piero Del SOLDATO,**

Residing in MONZA (Italy - 20052) - Via E. Toti, 22,

Hereafter referred to as the " **Manager** ",

2. **NICOX SNC,**

A *société en nom collectif* incorporated under the laws of France having its registered office in PARIS (75116) - 45, avenue Kléber,

Represented by its Manager, SOCIETE EUROPEENNE DE BELLOY S.A.,

Hereafter referred to as " **NICOX** ",

HAVE AGREED AND DECIDED THE FOLLOWING :

1. **Definitions**

1.1 **" Nicox Group "**,

shall mean NICOX and its subsidiaries, in particular NICOX S.A., a French limited company having its registered office in PARIS (75116) - 45, avenue Kléber.

3. Industrial property - No dispute of Industrial property rights

- 3.1 So long as the Manager is a director or associate of, or employed in any way by, the Nicox Group, and for three years following the date on which the Manager shall cease to be a director or associate of, or employed in any way, by the Nicox Group, and

For the five years from the day of signature of this agreement,

The Manager expressly acknowledges and accepts that any intellectual and/or industrial property rights, in particular patent rights, of any kind or nature, which may be created or developed by him in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group, shall be the sole property of the Nicox Group.

The Manager hereby renounces and forgoes to any and all intellectual and/or industrial property rights to which he may have rights to as a result of his co-operation with the Nicox Group.

- 3.2 So long as the Manager is a director or associate of, or employed in any way by, the Nicox Group, and for three years following the date on which the Manager shall cease to be a director or associate of, or employed in any way, by the Nicox Group, and

For the five years from the day of signature of this agreement,

The Manager expressly undertakes not to dispute or contest in any way or manner, whether directly or indirectly, before any industrial and/or intellectual property protection authority in the world (National, Regional or International),

The filing and/or publication of proceedings undertaken by the Nicox Group for the protection of intellectual and/or industrial property rights, in particular patent rights, of any kind or nature, which may be created or developed by him in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group

- 3.3 The Manager expressly declares and warrants to NICOX, that he has not, prior to the signature of this agreement, in any way made public or caused to be made public, directly or indirectly, information related to patent rights in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group contributed by him to NICOX, which could adversely effect the current or future filing and/or publication of such patent rights before any industrial and/or intellectual property protection authority in the world (National, Regional or International).

4. Consideration

The Manager declares and acknowledges that the agreements he has signed on this day with NICOX and its manager, SOCIETE EUROPEENNE DE BELLOY S.A., are adequate consideration for his undertakings in the present agreement.