

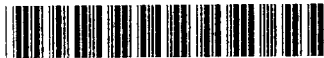
08-24-2004

EET

U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

8/20/04



102821237

original documents or copy thereof.

To the Honorable Commissioner of Patents a

1. Name of conveying party(ies):
 Richard A. Day, 5/7/04
 Charles Thomas Rentz, 8/2/04
 Gregory Shanon Huang, 5/10/04
 Amit B. Patel, 5/7/04
 Amjad M. Iqbal, 5/6/04
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: University of Cincinnati
 Internal Address: P.O. Box 670829
 Street Address 3323 Eden Avenue
 City: Cincinnati State: OH ZIP: 45267
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: See above and on 2nd page.

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) 10/681,427
 B. Patent No.(s) _____
 Additional numbers attached? Yes No

SEP 16 20 11 7:44 AM
OFF/FINANCE

5. Name and address of party to whom correspondence Concerning document should be mailed:
 Name: Stephen R. Albainy-Jenei
 Internal Address: FROST BROWN TODD LLC
 Street Address: 2200 PNC CENTER
201 East Fifth Street
 City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and patents involved:
 7. Total fee (37 CFR 3.41).... \$ 40.00
 Enclosed
 Authorized to be charged to charge account
 8. Deposit Account Number _____
 (Attach duplicate copy of this page if paying by deposit count)

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.

Stephen R. Albainy-Jenei, 41,487
Name of Person Signing, Registration Number

Signature

8/18/04

Date

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

Application Serial No. 10/641,427

Additional Inventors:

Paul M. Gretz, 5/7/04

Xiangzhong Shen, 5/7/04

Xuefei Cao, 5/7/04

CinLibrary/1426750.1

ASSIGNMENT

WHEREAS, WE, **Richard A. Day** a citizen of the United States, residing at 7415 Silver Creek, Cleves 45002, County of Hamilton, and State of Ohio, and **Charles Thomas Rentz**, a citizen of the United States, residing at 376 Probasco Street, #3, Cincinnati 45220, County of Hamilton, and State of Ohio, **Gregory Shanon Huang**, a citizen of the United States, Cincinnati 45241, County of Hamilton, and State of Ohio, **Amit B. Patel**, a citizen of the United States, residing at 521 W. Martin Luther King Drive, #A-1 Cincinnati 45220, County of Hamilton and State of Ohio, **Amjad M. Iqbal**, a citizen of the United States, residing at 521 W. Martin Luther King Drive, #C-33, Cincinnati 45220, County of Hamilton, State of Ohio, **Paul M. Gretz**, a citizen of the United States, residing at 854 Kenwood Road, Cincinnati 45236, County of Hamilton, and State of Ohio, **Xiangzhong Shen**, a citizen of China, residing at 10801 Lake Thames Drive, Apt. D, Cincinnati 45242, County of Hamilton, and State of Ohio, and **Xuefei Cao**, a citizen of P.R. China, residing at 435 Riddle Road, Apt. 11, Cincinnati 45220, County of Hamilton, and State of Ohio (hereinafter referred to as "ASSIGNORS"), have invented a **ANTIBIOTIC COMPOSITIONS AND METHODS OF USING THE SAME**, for which we have executed an application for Letters Patent of the United States was filed the 15th day of August, 2003, Serial No. 10/641,427; and

WHEREAS, **University of Cincinnati**, a state university of the State of Ohio organized under R.C. Chapter 3361, and located at 3323 Eden Avenue, P.O. Box 670829, Cincinnati, Ohio 45267, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under Patent Laws of the United States, the International Convention 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; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

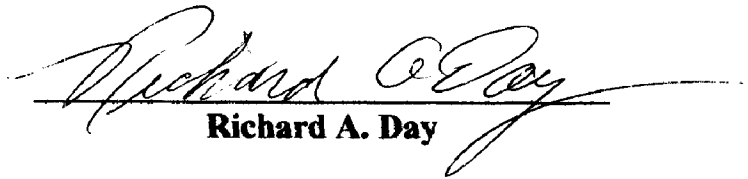
ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the

United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which 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.

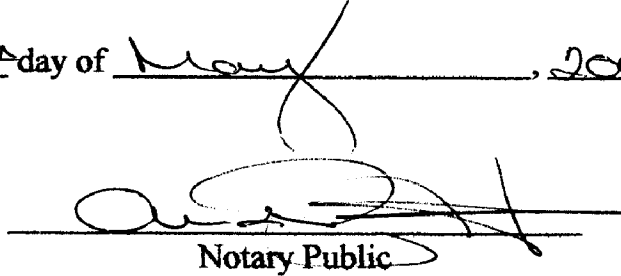
ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNORS HEREBY further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.


Richard A. Day

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Sworn to and subscribed before me this 17th day of May, 2004


Notary Public

ANDREA STEWART
Notary Public, State of Ohio
My Commission Expires Feb. 26, 2007

Charles Thomas Rentz
Charles Thomas Rentz

STATE OF Ohio)
) SS:
COUNTY OF Warren)

Sworn to and subscribed before me this 2 day of August, 2004



Kara Sagedal
Notary Public

KARA SAGEDAL
Notary Public, State of Ohio
My Commission Expires Nov. 3, 2008

Gregory Shannon Huang

STATE OF _____)
) SS:
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public


Gregory Shannon Huang

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Sworn to and subscribed before me this 10th day of May, 2004



Notary Public

ANDREA STEWART
Notary Public, State of Ohio
My Commission Expires Feb. 26, 2007

Amit B. Patel

STATE OF _____)
) SS:
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public

Amjad M. Iqbal 5/6/04
Amjad M. Iqbal

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Sworn to and subscribed before me this 6 day of May, 2004

Marilyn A. Scherer
Notary Public

Paul M. Gretz
Paul M. Gretz

Paul M. Gretz

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Sworn to and subscribed before me this 7th day of May, 2004

KIMBERLY J. WORTHINGTON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-19-05

Kimberly J. Worthington
Notary Public

David Shen Xiangzhung

STATE OF _____)
) SS:
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public

Paul M. Gretz

STATE OF _____)
) SS:
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

Xiangzhong Shen
Xiangzhong Shen

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Donn B. Kerton, Notary Public
West Goshen Twp., Chester County
My Commission Expires Feb. 3, 2008

Member, Pennsylvania Association Of Notaries

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF CHESTER)

Sworn to and subscribed before me this 7th day of MAY, 2004.

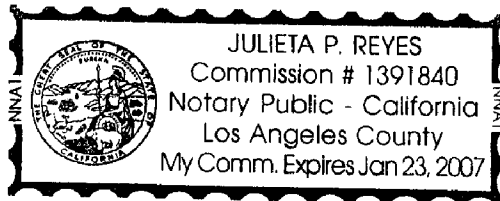
Donn B. Kerton
Notary Public

Xuefei Cao
Xuefei Cao

STATE OF CALIFORNIA)
) SS:
) SS:
COUNTY OF LOS ANGELES)

Sworn to and subscribed before me this 7TH day of MAY, 2004

Julieta P. Reyes
Notary Public



CinLibrary/1359488.1