

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Komodo Investments, Inc.	02/28/2005

RECEIVING PARTY DATA

Name:	Komodo Pharmaceutical Services, LLC
Street Address:	105 East Jefferson Boulevard
Internal Address:	Suite 400
City:	South Bend
State/Country:	INDIANA
Postal Code:	46601

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5314696
Patent Number:	5558878
Patent Number:	5576019

CORRESPONDENCE DATA

Fax Number: (317)713-3699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 1-317-713-3500  
Email: dmccconnell@sommerbarnard.com  
Correspondent Name: Dean E. McConnell  
Address Line 1: One Indiana Square  
Address Line 2: Suite 3500  
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Dean E. McConnell

Total Attachments: 5  
source=Assignment of Patents - Komodo#page1.tif

PATENT

REEL: 015722 FRAME: 0923

500022325

CH \$120.00 5314696

source=Assignment of Patents - Komodo#page2.tif  
source=Assignment of Patents - Komodo#page3.tif  
source=Assignment of Patents - Komodo#page4.tif  
source=Assignment of Patents - Komodo#page5.tif

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of the 28th day of February 2005, by and between KOMODO INVESTMENTS, INC., a Michigan corporation ("Assignor"), and KOMODO PHARMACEUTICAL SERVICES, LLC, a Michigan limited liability company ("Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

### RECITALS

A. Assignor is the owner of certain patents and/or patent applications (referred to herein as the "Patents").

B. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meaning set forth below:

1.1 Assigned Patents. The term "Assigned Patents" shall mean those patents listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. Assignor represents and warrants that the assignment of the Assigned Patents granted by Assignor to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to obtain injunctive relief or collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and

expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. General Provisions.

5.1 Merger and Integration. This Assignment represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing, signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Assignment is held to be invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

5.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever as a result hereof.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Force Majeure. The Parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such Party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a Party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that Party shall promptly notify the other Party of such fact in writing.

5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Michigan without reference to its conflicts of laws principles.

[Signature page to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

KOMODO INVESTMENTS, INC.

By: Manley A Paulos  
Name: Manley A. Paulos  
Title: President

KOMODO PHARMACEUTICAL  
SERVICES, LLC

By: Manley A Paulos  
Name: Manley A. Paulos  
Title: President

## APPENDIX A

### Assigned Patents

PATENT	COUNTRY	TITLE
5,314,696	United States	Methods for Making and Administering a Blinded Oral Dosage Form and Blinded Oral Dosage Form Therefor
5,558,878	United States	Method for Blinding a Tableted Medication
5,576,019	United States	Method for Blinding a Medication