

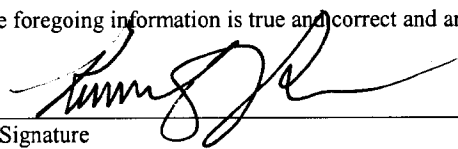
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PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
/ER SHEET Patent and Trademark Office
Docket No. 0045807-7032712001

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Tomasz W. Glinka Scott J. Hecker		2. Name and address of receiving party(ies): Name: Trine Pharmaceuticals, Inc. Address: 78 Fourth Avenue City: Waltham State: MA Zip Code: 02451	
<input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Dates:		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No.(s): 10/833,599 , filed April 27, 2004 B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Bernard F. Rose, Esq. Bingham McCutchen LLP Three Embarcadero, Suite 1800 San Francisco, CA 94111-4067		6. Total number of applications and patents involved: 5 7. Total fee (37 C.F.R. § 3.41): \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket No. 50-2518 , Ref.: 7032712001	
		8. Deposit account number: 50-2518	
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 50-2518			
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. Name: Bernard F. Rose  Date: September 1, 2004 Registration No. 42,112 Signature			
Total number of pages comprising cover sheet, attachments and document: 5 Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450			

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PA/52141122.1

PATENT
REEL: 015779 FRAME: 0132

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, we, **TOMASZ W. GLINKA**, a citizen of the UNITED STATES OF AMERICA, and **SCOTT J. HECKER**, a citizen of the UNITED STATES OF AMERICA, (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled **CARBACEPHEM BETA-LACTAM ANTIBIOTICS** for which application for Letters Patent of the United States of America was filed on April 27, 2004, and given Serial No. 10/833,599; and

WHEREAS, **TRINE PHARMACEUTICALS, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at **78 Fourth Avenue, Waltham, Massachusetts 02451** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the

same may be granted, including all priority rights under the International Convention;
and ASSIGNORS hereby authorize and request the United States Commissioner of
Patents and Trademarks, and any officials of foreign countries whose duty it is to issue
patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its
successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or
encumbrance has been or will be made or entered into which would conflict with this
Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided
promptly with all pertinent facts and documents relating to said application, said
invention and said Letters Patent and legal equivalents as may be known and
accessible to ASSIGNORS and will testify as to the same in any interference or litigation
related thereto and will promptly execute and deliver to ASSIGNEE or its legal
representative any and all papers, instruments or affidavits required to apply for, obtain,
maintain, issue and enforce said application, said invention and said Letters Patent and
said equivalents in the United States or in any foreign country, which may be necessary
or desirable to carry out the purposes thereof.

Date:

7/27/2004



Tomasz W. Glinka

Date:

Scott J. Hecker

ASSIGNMENT OF PATENT APPLICATION

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related thereto and will promptly execute and deliver to ASSIGNEE or its legal
representative any and all papers, instruments or affidavits required to apply for, obtain,
maintain, issue and enforce said application, said invention and said Letters Patent and
said equivalents in the United States or in any foreign country, which may be necessary
or desirable to carry out the purposes thereof.

Date: _____

Tomasz W. Glinka

Date: 7/16/04

Scott J. Hecker