

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	confirmatory patent assignment
CONVEYING PARTY DATA	
Name	Execution Date
Kron Pharma, Inc.	11/15/2004
RECEIVING PARTY DATA	
Name:	TriCardium, LLC
Street Address:	375 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6569197
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Samuel W. Apicelli
Total Attachments: 5	
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CH \$40.00 6569197

CONFIRMATORY PATENT ASSIGNMENT

This Confirmatory Patent Assignment is made this 15th day of November, 2004 ("Effective Date"), by Kron Pharma, Inc., with a principal place of business at 401 E. 34th Street, Suite N8H, New York City, New York 10016 ("Assignee").

WHEREAS, Assignor owns United States Patent #6,569,197 (Samkov, et al. May 27, 2003), Russian Federation Patent #2157674 (Iofis, et. al., July 27, 1999), Russian Federation Patent #2146906 (Iofis, et. al., December 29, 1998) and Russian Federation Patent #2146905 (Iofis, et. al., August 14, 1998), hereinafter sometimes collectively referred to as "Patents" and all of the right, title and interest in and to the Patents, including any reissues, continuations-in-part, revisions, extensions, and reexaminations thereof, along with all of right title and interest in all trade secrets, know-how and other proprietary information related to the development of the Patents or any improvements thereto, including, without limitation, all discoveries, whether or not patentable, copyrights, prototypes, designs, techniques, concepts, data, algorithms, engineering and manufacturing information, procedures and specifications, sometimes hereinafter referred to as the "Technology"; and

WHEREAS, Assignor, pursuant to that certain Technology Transfer Agreement by and between Assignor and TriCardium, LLC, a Delaware Limited Liability Company with offices located at 375 Park Avenue, New York, New York 10152 ("Assignee"), assigned, transferred and set over to Assignee all of its right, title and interest in and to the Patents, including any reissues, continuations-in-part, revisions, extensions, and reexaminations thereof and the Technology.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor hereby confirms that:

1. Assignor has sold, assigned and transferred and hereby sells, assigns and transfers to Assignee all of its rights, title and interest in and to the Patents and Technology.
2. Assignor has sold, assigned and transferred and hereby sells and assigns, transfers and sets over to Assignee, the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on the inventions relating to the Patents and Technology, and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s).
3. Assignor further authorizes the Assignee to file patent applications in any and all countries on any or all of said invention(s) in Assignor's name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

4. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.
5. Assignor represents and warrants that it has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.
6. Assignor hereby covenants and agrees that it will, upon request of the Assignee, communicate to the Assignee any facts known to it relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.
7. Assignor further assigns to Assignee the exclusive right to enforce the Patents in the United States and throughout the world in the sole name of Assignee, its successors or assigns.

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IN WITNESS WHEREOF, the Assignor is duly authorized to and does hereby execute this Patent Assignment as of the Effective Date.

KRON PHARMA, INC.:

By: 

S.A. Kronfeld, President

CONFIRMATORY PATENT ASSIGNMENT

This Confirmatory Patent Assignment is made on and effective as of October 1st, 2004.

WHEREAS, Naum A. Iofis, Lomonosovsky pr. 23, # 416, Moscow 117311, RU; Alexander V. Samkov, ul. Generala Tuleneva, 1, # 13, Moscow 117465, RU; and Andrey V. Agafonov, Smolnaya ul., 63, #149, Moscow 125445, RU (hereinafter collectively referred to as "Assignors") were the owners of:

1. United States Patent #6,569,197 (Samkov, et al. May 27, 2003);
2. Russian Federation Patent #2157674 (Iofis, et. al., July 27, 1999);
3. Russian Federation Patent #2146906 (Iofis, et. al., December 29, 1998);
and
4. Russian Federation Patent #2146905 (Iofis, et. al., August 14, 1998).

The patents identified in 1 - 4 above were issued to Assignors for one or more of their inventions described fully in the patents and patent applications (collectively hereinafter referred to as "Patents").

WHEREAS, Kron Pharma, Inc., a Delaware corporation with a principal place of business at 401 E. 34th Street, Suite N8H, New York City, New York ("Assignees") has purchased from Assignors certain assets, including all of Assignors' rights, title and interest in trade secrets, copyrights, the Patents and pursuant to that certain Intellectual Property Assignment Agreement dated September 12, 2004 and that certain Intellectual Property Assignment Agreement dated May 31, 2004 ("Agreements");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the Agreements and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Assignor represents and confirms the following:

1. Assignors have sold, assigned, transferred and set over, and by these presents hereby confirms and does sell, assign, transfer and set over, unto the Assignee, its successors, assigns and legal representatives all rights, title and interest in and to the Patents and inventions, technology, know-how and such other rights related to the Patents;
2. Assignors have sold, assigned, transferred and set over, and by these presents hereby confirms and does sell, assign, transfer and set over, unto the Assignee, its successors, assigns and legal representatives, the sole right and authorization to file patent applications in any and all countries on any or all inventions on which the Patents issued in Assignors' names, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise;
3. Inventors authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said

invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

4. Assignors represent and warrant that it has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.
5. Assignors further assigns to Assignees, and Assignee hereby agrees to accept the exclusive right to enforce the Patents in the United States and throughout the world in the sole name of Assignees, its successors or assigns.



Naum A. Iofis



Alexander V. Samkov



Andrey V. Agafonov