

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): 1) Dennis Patrick RILEY and 2) William D. MCGHEE Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Kereos, Inc.</u> Internal Address: _____ Street Address: _____ Kereos, Inc. 4041 Forest Park Avenue City: <u>St. Louis</u> State: <u>Missouri</u> Country: <u>United States of America</u> Zip: <u>63108</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): 1) 08/12/2005 and 2) 08/12/2005 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	

4. Application or patent number(s): A. Patent Application No.(s) <u>11/146,651</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Emily C. Tongco</u> <u>MORRISON & FOERSTER LLP</u> Internal Address: <u>Atty. Dkt.: 529362000100</u> Street Address: <u>3811 Valley Centre Drive</u> <u>Suite 500</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92130-2332</u> Phone Number: <u>(858) 314-5413</u> Fax Number: <u>(858) 720-5125</u> Email Address: <u>ETongco@mofo.com</u>	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>03-1952</u> Authorized User Name <u>Emily C. Tongco</u>
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9. Signature:  _____ Emily C. Tongco - 46,473 Name of Person Signing	_____ September 28, 2005 Date Total number of pages including cover sheet, attachments, and documents: 3
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**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by **Dennis Patrick RILEY**, residing at 1722 Claymont Estates Drive, Chesterfield, Missouri 63017; and **William D. McGHEE**, residing at 300 Arlington Glen Court, Fenton, Missouri 63026 (hereinafter referred to as the assignors), respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **LIPOPHILIC DERIVATIVES OF CHELATE MONOAMIDES**, set forth in an application for Letters Patent of the United States, bearing Serial No. **11/146,651** and filed on **June 7, 2005**; and

WHEREAS, **Kereos, Inc.**, a corporation duly organized under and pursuant to the laws of Missouri and having its principal place of business at 4041 Forest Park Avenue, St. Louis, Missouri 63108 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

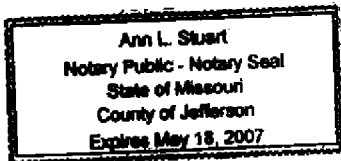
AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Aug. 12, 2005 Dennis Patrick Riley
Date Dennis Patrick RILEY

State of _____)
County of Jefferson) SS:

On August 12, 2005 before me, ANN L. STUART, personally appeared Dennis Patrick RILEY, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



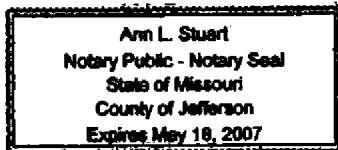
Ann L. Stuart
Notary Public in and for
said County and State

8/12/05 William D. McGhee
Date William D. McGHEE

State of _____)
County of Jefferson) SS:

On August 12, 2005 before me, _____, personally appeared William D. McGHEE, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Ann L. Stuart
Notary Public in and for
said County and State