

11-14-2005

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



103118610

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dale Edgar (executed on 10/27/05)
David Hangauer (executed on 11/2/05)
Michael Solomon (executed on 10/27/05)
Kazumi Shiosaki (executed on 10/31/05)
James White (executed on 10/27/05)

2. Name and address of receiving party(ies)

Name: Hypnion, Inc.

Internal Address: 500 Patriot Way
Lexington, MA 02421Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: Same as above

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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):

11/232,565

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:Name: Ivor R. Elrifi
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41)

\$40.00

☒ Enclosed
☒ The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 20712-513.

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.

Heidi A. Erlacher, Reg. No. 45,409

November 8, 2005

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [7]

11/10/2005 DBYRNE 00000066 11232565

01 FC:8021

40.00

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES
DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE
P. O. BOX 1450, ALEXANDRIA, VA 22313-1450

ASSIGNMENT

We, **Dale Edgar, David Hangauer, Michael Solomon, Kazumi Shiosaki and James White**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Hypnion, Inc.**, a Delaware Corporation, with offices at **500 Patriot Way, Lexington, MA 02421**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

QUETIAPINE ANALOGS AND METHODS OF USE THEREOF

filed with the U.S. Patent and Trademark Office on September 21, 2005 and assigned Serial No. 11/232,565 including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

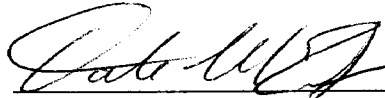
We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

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

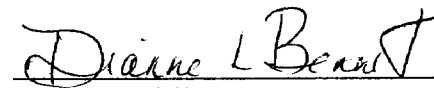
We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives 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 thereof which may be necessary or desirable to carry out the purposes thereof.

Date: October 27, 2005


Signature of: Dale Edgar

State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 27th day of October 2005


Notary Public
My commission expires 4/27/2012

Date: _____

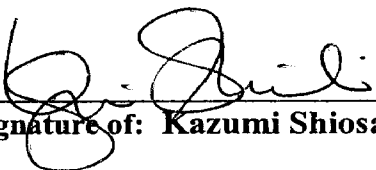
Signature of: David Hangauer

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____.

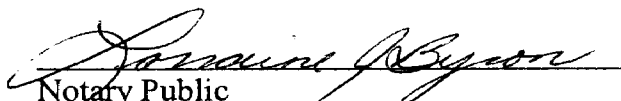
Notary Public
My commission expires _____

Date: 10/31/05


Signature of: **Kazumi Shiosaki**

State of Massachusetts
County of Suffolk

Subscribed and sworn to before me this 31 day of October.


Notary Public
My commission expires _____



LORRAINE J. BYRON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 1, 2006

Date: _____

Signature of: **Michael Solomon**

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: **James White**

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My commission expires _____

ASSIGNMENT

We, **Dale Edgar, David Hangauer, Michael Solomon, Kazumi Shiosaki and James White**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Hypnion, Inc.**, a Delaware Corporation, with offices at **500 Patriot Way, Lexington, MA 02421**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

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We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

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

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Date: _____

Signature of: Dale Edgar

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____

Date: 11/2/05

David Hengauer
Signature of: David Hengauer

State of New York
County of Erie

Subscribed and sworn to before me this 2nd day of November.

Michelle Murray
Notary Public
My commission expires 11/6/06

MICHELLE MURRAY
Notary Public, State of New York
No. 01MU6050450
Qualified in Erie County
Commission Expires Nov. 06, 2006

Date: _____

Signature of: **Kazumi Shiosaki**

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____

Date: October, 27, 2005

Signature of: **Michael Solomon**

State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 27th day of October 2005.

Notary Public

My commission expires 4/27/2012

Date: October 27, 2005

Signature of: **James White**

State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 27th day of October, 2005

Notary Public

My commission expires 4/27/2012