02-16-2006 U.S. DEPARTMENT OF COMMERCE Form **PTO-159**: 5 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008) United States Patent and Trademark Office C ET 103180229 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) 2. Name and address of receiving party(ies) Stephen M. Blinn Name: ExoGenesis Corporation Barry M. Zide Internal Address: Additional name(s) of conveying party(ies) attached? Yes 🗹 No 3. Nature of conveyance/Execution Date(s): Street Address: <u>30 Washington Street</u> Execution Date(s) 1/19/06 (Zide); 2/3/06 (Blinn) ✓ Assignment Merger City: Wellesley Hills Security Agreement Change of Name Joint Research Agreement State: Massachusetts **Government Interest Assignment** Country: USA Zip:02481 Executive Order 9424, Confirmatory License Other Additional name(s) & address(es) attached? 🛄 Yes 🕑 No 4. Application or patent number(s): ✓ This document is being filed together with a new application. B. Patent No.(s) A. Patent Application No.(s) Additional numbers attached? Yes V No 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: Name: Jerry Cohen 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Internal Address; Burns & Levinson LLP Authorized to be charged by credit card formerly Perkins Smith & Cohen LLP Authorized to be charged to deposit account Enclosed Street Address: One Beacon Street None required (government interest not affecting title) 8. Payment Information City: Boston a. Credit Card Last 4 Numbers Zip: 02108 State: MA Expiration Date Phone Number: (617) 854-4000 b. Deposit Account Number 03:2410 82/15/266 LAUELLER 8000079 832418 -11348483 Fax Number: (617) 854-4040 Authorized Lises ame Perkes amon & Cohen LLP Email Address: jcohen@pscboston.com 9. Signature: Thing February 7, 2006 Signature Date Total number of pages including cover John A. Hamilton 4 sheet, attachments, and documents: Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Attorney Docket No. 11460-157

## ASSIGNMENT

WHEREAS, we, Stephen M. Blinn, a resident of Amherst, New Hampshire; and Barry M. Zide, a resident of Medway, Massachusetts (hereinafter referred to collectively as "Assignors"), have jointly made an invention entitled DRUG DELIVERY SYSTEM AND METHOD OF MANUFACTURING THEREOF, which is a continuation-in-part of U.S. Patent Application Serial No. 10/144,919 filed 13 May 2002, which in turn claims priority of U.S. Provisional Patent Application Serial Nos. 60/290,389 filed 11 May 2001, and 60/317,652 filed 6 September 2001, and for which an application for a United States Patent is being filed herewith.

WHEREAS, ExoGenesis Corporation, a foreign corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 30 Washington Street, Wellesley Hills, MA 02481 (hereinafter referred to as "Assignee"), is desirous of acquiring right, title and interest in said invention.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors by these presents, do sell, assign and transfer to Assignee, Assignors entire right, title and interest, for the United States of America and its possessions and territories and for all foreign countries, in and to said invention, including all rights of priority created and conferred by any treaty or international convention which is available in connection with said invention, including the right to apply for patent rights, U.S. or foreign, and in any continuations, divisions, substitutes, renewals, reissues or other applications filed in the U.S. or abroad (including multinational filing arrangements of all kinds), and in any U.S. or foreign patents issued on any such applications and reissues, extensions and renewals thereof, to be held and enjoyed by Assignee, for its own use and behalf and for its successors and assigns, to the full ends of the terms or extended terms for which any Letters Patents or the like may be granted, as fully and entirely as the same would have been held by Assignors had this sale, assignment and transfer not been made.

Assignors hereby authorize and request the Commissioner of Patents of the United States, and any official of any country or countries (including multinational filing arrangements of all kinds), whose duty it is to receive and/or examine applications for patents or similar industrial property, issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors and assigns, in accordance with the terms of this instrument.

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Assignors covenant with Assignee, its successors, assigns, and legal representatives that Assignors have full right to convey the entire interest herein assigned, and that Assignors have not executed any agreement in conflict herewith and will not execute any agreement or conveyance in conflict herewith.

Assignors further covenant and agree to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignors respecting said invention, and testify in any legal proceeding, sign all lawful papers, including, without limitation, application papers, assignments, powers of attorney, declarations, and other instruments, execute all divisional, continuing, substitute, reissue, renewal and foreign applications, make all truthful oaths, declarations and statements, and generally do everything reasonably requested of Assignors by Assignee, or its successors or assigns to aid Assignee, its successors or assigns, to obtain, enforce and/or exploit said invention.

Executed this	3	_day of _	Fabring 2006.			
			(			
			$\langle$			
				Just -	1:	
			2	Stephen M. E	siinn	

) ss.

State of

County of

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Stephen M. Blinn, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public My commission expires \_\_\_\_\_

SEAL

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Executed this 19th day of IN , 2006. Barry M. Zide

State of Massachusetts ) ) ss. County of Middlesex

On this <u>19</u><sup>th</sup> day of <u>January</u>, 2006, before me, the undersigned notary public, personally appeared Barry M. Zide, proved to me through satisfactory evidence of identification, which were <u>personally known</u>, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Dice

Notary Public My commission expires 12/29/6/6

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**RECORDED: 02/07/2006**