

03-23-2006  
Barcode

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

RECORDATION... 103204535  
**PATENTS ONLY**

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)**

Diana Helen Pliura

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) February 29, 2004

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: DELEX THERAPEUTICS INC.

Internal Address: \_\_\_\_\_

Street Address: 6535 MILLCREEK DRIVE, UNIT 62

City: MISSISSAUGA

State: ONTARIO

Country: CANADA Zip: L5N 2M2

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

**4. Application or patent number(s):**

A. Patent Application No.(s)

60/450,333  
10/788,466  
10/927,145

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: CHARLES BOULAKIA

Internal Address: RIDOUT & MAYBEE LLP

Street Address: ONE QUEEN STREET EAST  
SUITE 2400

City: TORONTO

State: ONTARIO Zip: M5C 3B1

Phone Number: 416-865-3518

Fax Number: 416-362-0823

Email Address: CBOULAKIA@RIDOUTMAYBEE.COM

**6. Total number of applications and patents involved: 3**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 13-2400

Authorized User Name Ridout & Maybee LLP

**9. Signature:**

Signature

March 13, 2006

Date

David J. Heller (43,384)

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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

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

03/22/2006 NJAND

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120.00 DA

**PATENT**  
**REEL: 017698 FRAME: 0200**

## ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by **Orlando Ricardo HUNG**, residing at **933 Greenwood Avenue, Halifax, Nova Scotia, B3H 3L1, Canada**; **Steven Louis SHAFER**, residing at **531 Sullivan Drive, Mountain View, California, 94041, U.S.A.** and **Diana Helen PLIURA**, residing at **5032 Brandy Lane Court, Mississauga, Ontario, L5M 5A2, Canada** (hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in **PATIENT SELF-LIMITING SYSTEMS FOR OPIOID DELIVERY** set forth in an application for Letters Patent of the United States,

1. ☒ which is a provisional application
  - a. ☒ bearing Application No. **60/450,333**, and filed on **February 28, 2003**;
  - b. ☐ to be filed herewith; or
2. ☐ which is a non-provisional application
  - a. ☐ bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
  - b. ☐ having an oath or declaration executed on even date herewith prior to filing of the application;
  - c. ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, **DELEX THERAPEUTICS INC.**, a corporation duly organized under and pursuant to the laws of Ontario and having its principal place of business at **6535 Millcreek Drive, Unit 62, Mississauga, Ontario, L5N 2M2, Canada** (hereinafter referred to as "The Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention and above-mentioned patent application, the right to file additional applications for Letters Patent of the United States or other countries on said invention, and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the above-mentioned invention, the right to file applications for Letters Patent of the United States or other countries on said invention, and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries, and in and to any and all applications claiming priority to said applications, together with divisions (or divisionals), continuations, and continuations-in-part of said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and reissues and 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 the Assignee, for its own use and behalf and the use and behalf 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, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the invention set forth in said application, including provisional applications, above-mentioned, and that the same are unencumbered, and that the 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, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns shall advise, that any proceeding in connection with said invention or said applications for Letters Patent or Patents in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said applications, together with any divisions (or divisionals), continuations, or continuation-in-parts of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents 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 or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of TORYS LLP of Toronto, Ontario, including Dolly Kao, Registration No. 44,451; to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

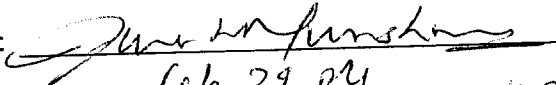
Date \_\_\_\_\_ Signature of Assignor: \_\_\_\_\_  
Name: **Orlando Ricardo HUNG**

Date \_\_\_\_\_ Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor: \_\_\_\_\_  
Name: **Steven Louis SHAFER**

Date \_\_\_\_\_ Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

Date Feb 29/04 Signature of Assignor:   
Name: **Diana Helen PLIURA**

Date Feb 29, 04 Witness:   
Feb 29, 04  
SURESH MUNSHANI

# ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by **Orlando Ricardo HUNG**, residing at **933 Greenwood Avenue, Halifax, Nova Scotia, B3H 3L1, Canada**; **Steven Louis SHAFER**, residing at **531 Sullivan Drive, Mountain View, California, 94041, U.S.A.** and **Diana Helen PLIURA**, residing at **5032 Brandy Lane Court, Mississauga, Ontario, L5M 5A2, Canada** (hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in **PATIENT SELF-LIMITING SYSTEMS FOR OPIOID DELIVERY** set forth in an application for Letters Patent of the United States,

1. ☒ which is a provisional application
  - a. ☒ bearing Application No. **60/450,333**, and filed on **February 28, 2003**;
  - b. ☐ to be filed herewith; or
2. ☐ which is a non-provisional application
  - a. ☐ bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
  - b. ☐ having an oath or declaration executed on even date herewith prior to filing of the application;
  - c. ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, **DELEX THERAPEUTICS INC.**, a corporation duly organized under and pursuant to the laws of Ontario and having its principal place of business at **6535 Millcreek Drive, Unit 62, Mississauga, Ontario, L5N 2M2, Canada** (hereinafter referred to as "The Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention and above-mentioned patent application, the right to file additional applications for Letters Patent of the United States or other countries on said invention, and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the above-mentioned invention, the right to file applications for Letters Patent of the United States or other countries on said invention, and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries, and in and to any and all applications claiming priority to said applications, together with divisions (or divisionals), continuations, and continuations-in-part of said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and reissues and 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 the Assignee, for its own use and behalf and the use and behalf 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, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the invention set forth in said application, including provisional applications, above-mentioned, and that the same are unencumbered, and that the 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, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns shall advise, that any proceeding in connection with said invention or said applications for Letters Patent or Patents in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said applications, together with any divisions (or divisionals), continuations, or continuation-in-parts of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents 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 or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of TORYS LLP of Toronto, Ontario, including Dolly Kao, Registration No. 44,451; to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date Feb 29/04 Signature of Assignor:   
Name: **Orlando Ricardo HUNG**

Date Feb 29/04 Witness:   
Name: \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor: \_\_\_\_\_  
Name: **Steven Louis SHAFER**

Date \_\_\_\_\_ Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor: \_\_\_\_\_  
Name: **Diana Helen PLIURA**

Date \_\_\_\_\_ Witness: \_\_\_\_\_

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  - b. ☐ to be filed herewith; or
2. ☐ which is a non-provisional application
  - a. ☐ bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
  - b. ☐ having an oath or declaration executed on even date herewith prior to filing of the application;
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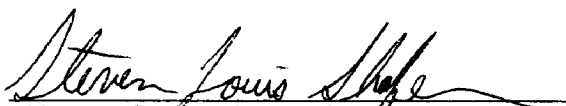
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Date \_\_\_\_\_ Signature of Assignor: \_\_\_\_\_  
Name: **Orlando Ricardo HUNG**

Date \_\_\_\_\_ Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

Date 2/27/04 Signature of Assignor:   
Name: **Steven Louis SHAFER**

Date 2/27/04 Witness:   
Name: \_\_\_\_\_

Date \_\_\_\_\_ Signature of Assignor: \_\_\_\_\_  
Name: **Diana Helen PLIURA**

Date \_\_\_\_\_ Witness: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SANTA CLARA

SS.

On

FEB 27, 2004

Date

before me,

HARLEY M. BARBER JR

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

STEVEN L. SHAFER

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Harley M. Barber Jr  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

ASSIGNMENT - JOINT

Document Date:

FEB 27, 2004

Number of Pages:

ONE

Signer(s) Other Than Named Above:

NONE

### Capacity(ies) Claimed by Signer

Signer's Name:

STEVEN L. SHAFER

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

SELF

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here