



06-12-2006

DEPARTMENT OF COMMERCE
Patent and Trademark OfficeForm PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION

PATENT 103255593

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)/Execution Date(s):

Kristina Allen
Anthony Anisowicz
Arturo Morales

Execution Date(s) (12/14/2005), (12/16/2005), (5/26/2006)

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Oscient Pharmaceuticals Corporation

Internal Address: _____

Street Address: Bay Colony Corporate Center1000 Winter Street, Suite 2200City: WalthamState: MassachusettsCountry: USA Zip: 02451Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

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

A. Patent Application No.(s)

10/477,173

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mercedes K. Meyer, Ph.D., Esq.

Internal Address: _____

Street Address: 1500 K Street, NW, Suite 1100City: WashingtonState: DC Zip: 20005Phone Number: 202-842-8800Fax Number: 202-842-8465Email Address: Mercedes.Meyer@dbn.com6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 _____

Authorized User Name _____

9. Signature:

June 7, 2006

Date

Mercedes K. Meyer, Ph.D., Esq., Reg. No. 44,939

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 13Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 017980 FRAME: 0121

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by Kristina ALLEN; Anthony ANISOWICZ; and Arturo MORALES; residing at 11 Oliver Lane, Hopkinton, Massachusetts 01748-3108; 50 Upham Street, West Newton, Massachusetts 02465; and 230 Cedar Avenue, Arlington, Massachusetts 02476; (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in HBM VARIANTS THAT MODULATE BONE MASS AND LIPID LEVELS set forth in an application for Letters Patent of the United States,

(1) : which is

- (a) : U.S. Application bearing U.S. Application No. 10/477,173, and filed on NOVEMBER 10, 2003; and
- (b) : a PCT Application bearing PCT Application No. PCT/US02/14877, and filed on May 13, 2002

WHEREAS, Oscient Pharmaceuticals Corporation, a corporation duly organized under and pursuant to the laws of Massachusetts and having its principal place of business at Bay Colony Corporate Center, 1000 Winter Street, Suite 2200, Waltham, Massachusetts 02451, U.S.A. (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

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 inventions, the right to file applications on said inventions 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 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 in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, 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 behoof and the use and behoof 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 inventions set forth in said applications and said applications, 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 inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for

PATENT

REEL: 017980 FRAME: 0122

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 DRINKER BIDDLE & REATH LLP of Washington, D.C. 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 Director of the United States Patent and Trademark Office 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 behoof of the Assignee, its successors, legal representatives, and assigns.

Witnessed:

Inventor Kristina Allen Date 12/14/05
Kristina ALLEN
Address 11 Oliver Lane
Hopkinton, MA 01748

Witness Signature _____ Date _____

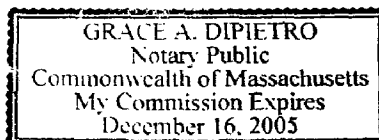
Printed Name _____

Address _____

Witness Signature _____ Date _____

Printed Name _____

Address _____



Grace A. DiPietro

Witnessed:

Inventor _____ Date _____
Anthony ANISOWICZ
Address _____
50 Upham St.
_____ W. Newton, MA 02465

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witnessed:

Inventor _____ Date _____

 Arturo MORALES
Address _____
 230 Cedar Ave.

 Arlington, MA 02476

Witness Signature _____ Date _____

Printed Name _____

Address _____

Witness Signature _____ Date _____

Printed Name _____

Address _____

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Witnessed:

Inventor _____ Date _____
 Kristina ALLEN
Address _____
 11 Oliver Lane
 Hopkinton, MA 01748

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witnessed:

Inventor Anthony Anisowicz Date DEC. 16, 2005
Anthony ANISOWICZ
Address 50 Upham St.
W. Newton, MA 02465

Witness Signature Karen I. Braunschweiger Date 12/16/05
Printed Name KAREN I. Braunschweiger
Address 5 Brook Hill Rd
Chelmsford MA 01824

Witness Signature Ziying Liu Date 12/16/05
Printed Name Ziying Liu
Address 161 Central Ave.
Needham, MA 02494

Witnessed:

Inventor _____ Date _____

Arturo MORALES

Address _____ 230 Cedar Ave. _____

_____ Arlington, MA 02476 _____

Witness Signature _____ Date _____

Printed Name _____

Address _____

Witness Signature _____ Date _____

Printed Name _____

Address _____

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PATENT

REEL: 017980 FRAME: 0130

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Witnessed:

Inventor _____ Date _____
 Kristina ALLEN
Address _____
 11 Oliver Lane
 Hopkinton, MA 01748

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witnessed:

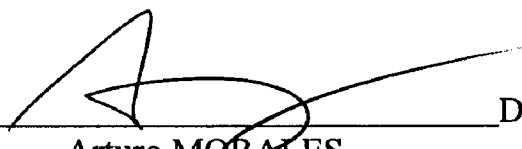
Inventor _____ Date _____
 Anthony ANISOWICZ
Address _____
 50 Upham St.


 W. Newton, MA 02465


Witness Signature _____ Date _____
Printed Name _____
Address _____

Witness Signature _____ Date _____
Printed Name _____
Address _____

Witnessed:

Inventor  Date 5/26/06
Address Arturo MORALES
230 Cedar Ave. 39 Edsel Hill Rd
Arlington, MA 02476 STOW, MA 01777

Witness Signature  Date 5/26/06
Printed Name William C Murphy
Address 3 Settlers Lane
Derry NH 03038

Witness Signature  Date 5/26/06
Printed Name Philip Zhang
Address 9 Williams Cir.
Winchester, MA 01890