

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
ARDENT PHARMACEUTICAL, INC.	08/11/2006

RECEIVING PARTY DATA

Name:	MOUNT COOK BIOSCIENCES, INC.
Street Address:	787 7th Avenue, 48th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	5681830
Patent Number:	5552404
Patent Number:	5574159
Patent Number:	5807858
Patent Number:	5985880
Patent Number:	6300332
Patent Number:	6919350
Application Number:	11184762
Application Number:	60324712
Patent Number:	6924288
Application Number:	11187755
Application Number:	60340084
Application Number:	60337887
Patent Number:	7030124
Application Number:	60379186

OP \$1360.00 5681830

Application Number:	10434004
Application Number:	60345216
Application Number:	10335764
Application Number:	09957903
Application Number:	60345215
Application Number:	10335834
Application Number:	10749437
Application Number:	60445041
Application Number:	60671367
Application Number:	11404632
Application Number:	60714187
Application Number:	09015645
Patent Number:	5658908
Application Number:	08098333
Application Number:	08169879
Patent Number:	5854249
Application Number:	08431713
Application Number:	08431209
Application Number:	60437728

CORRESPONDENCE DATA

Fax Number: (919)416-8307
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: hollandk@mvalaw.com
Correspondent Name: Marianne Fuierer
Address Line 1: PO Box 13706
Address Line 4: RTP, NORTH CAROLINA 27709

ATTORNEY DOCKET NUMBER:	021353-000000
NAME OF SUBMITTER:	Marianne Fuierer

Total Attachments: 8
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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** is made as of the 11th day of August, 2006 by ARDENT PHARMACEUTICAL, INC., a North Carolina corporation (a wholly owned subsidiary of Enhance Biotech, Inc., having a principal place of business at 712 Fifth Avenue, 19th Floor, New York, New York 10019) having a principal place of business at 631 United Drive, Suite 200, Durham, North Carolina 27713 ("**Assignor**") to MOUNT COOK BIOSCIENCES, INC., a Delaware Corporation having a principal place of business at 787 7th Avenue, 48th Floor, New York, New York 10019 ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of 18th May 2006; and

WHEREAS, as contemplated by the Purchase Agreement, Assignor has by other instruments of transfer and delivery sold, assigned, transferred and delivered to Assignee certain of its assets, rights and interests, and Assignor desires to make certain that Assignee shall acquire all of the assets, rights and interests of Assignor to be assigned, transferred and delivered to Assignee as provided in the Purchase Agreement, and by this Patent Assignment Assignor assigns, transfers and delivers to Assignee, its successors and assigns, Assignor's entire rights, title, benefits, privileges, estate and interests in and to the Patents as defined below.

WHEREAS, Assignor is the exclusive owner of all right, title, and interest in and to the patent(s) and patent application(s) identified in Appendix A hereto (hereinafter the "**Patents**") without encumbrances; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to said Patents; and

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that:

Assignor hereby sells, assigns, transfers, conveys, and sets over unto Assignee, its successors and assigns, free of all encumbrances, all right, title, and interest in and to (i) said Patents; (ii) all patents and patent applications to which any of the Patents claim priority ("Priority Patents"), (ii) all inventions disclosed or claimed in any of the Patents or Priority Patents (the "**Inventions**"), (iii) all original, reissued, and reexamined letters patents (and all other governmental grants for the protection of inventions or industrial designs, such as certificates of invention, patents of addition or substitution, and invention registrations), and extensions of any of the foregoing, that originate or are issued from, or claim priority to, directly or indirectly, the Patents or Priority Patents, or disclose or claim any Invention, in the United States or in any foreign countries, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, (iv) all rights of priority to the Patents and Priority Patents and all

rights to apply for patents, and other governmental grants for the protection of inventions and industrial designs, for Inventions and based upon the Patents and Priority Patents in all countries of the world, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, (v) all continuation, divisional, continuation-in-part, renewal, extension, provisional, continued prosecution, substitute patent, and other applications for any Invention, or based upon any Patent or Priority Patent, in the United States or in any foreign countries, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, and (vi) all original, reissued, and reexamined letters patents (and all other governmental grants for the protection of inventions or industrial designs, such as certificates of invention, patents of addition or substitution, and invention registrations), and extensions of any of the foregoing, that may issue from, or claim priority to, said continuation, divisional, continuation-in-part, renewal, extension, provisional, continued prosecution, substitute, or other applications; in each case together with all rights to enforce, license, assign, otherwise transfer, and defend the foregoing and all income derived from any of the foregoing, including without limitation all causes of action based upon the foregoing, the right to sue for past and future infringement thereof, to recover all damages therefrom, whether for its own use and behalf, the use and behalf of its successors and assigns, the use and behalf of its other legal representatives, or otherwise; and including the right for Assignee, its successors and assigns, to hold and enjoy the foregoing, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made (collectively, the "Assigned Patent Rights").

Assignor hereby authorizes the respective government office to issue all patents, and other governmental grants for the protection of the Assigned Patent Rights described above to Assignee as the owner of the entire right, title and interest therein.

Assignor agrees that it will, at the request of Assignee, perform such proper additional acts, and execute such additional documents, as are necessary, proper, or advisable to effect and perfect the transfer of all right, title and interest in and to the Assigned Patent Rights to Assignee, its successors and assigns.

Assignor hereby appoints Assignee as its attorney in fact, with the power to take any and all actions described above, including executing documents, on behalf of the Assignor should Assignor fail to take any such action or execute any such document upon request, including all for actions that Assignee reasonably requests for purposes of obtaining, perfecting, sustaining, and/or enforcing the rights assigned to Assignee under this Agreement. Such power of attorney of Assignee shall be deemed coupled with an interest and is irrevocable.

Assignor agrees that this agreement shall be effective upon Assignor's signature below, whether or not countersigned by Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their duly authorized representatives. Assignor agrees that this agreement shall be effective upon Assignor's signature below, whether or not countersigned by Assignee.

[SEAL]

ARDENT PHARMACEUTICALS, INC.

By: 

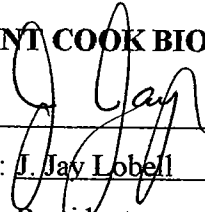
Name: Chris Every

Title: Chief Executive Officer

[Signatures continued on next page]

MOUNT COOK BIOSCIENCES, INC.

[SEAL]

By:  _____

Name: J. Jay Lobell _____

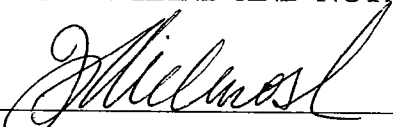
Title: President _____

COUNTY OF CAMBRIDGESHIRE, ENGLAND

COUNTRY OF UNITED KINGDOM

I, JOHN DAVID HINDMARSH a Notary Public of the aforesaid County and Country, do hereby certify that Chris Every personally appeared before me this day and I have personal knowledge of the identity of the principal, and he has acknowledged that he is the Chief Executive Officer of ARDENT PHARMACEUTICALS, INC., a corporation organized and existing pursuant to the laws of North Carolina, that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him as its Chief Executive Officer, as the free act and deed of the corporation.

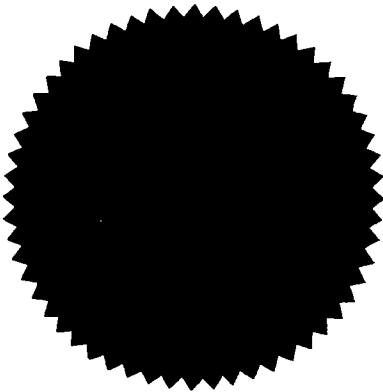
WITNESS MY HAND AND NOTARIAL SEAL this 16th day of August 2006,
2006.



Notary Public

My Commission Expires: on death.

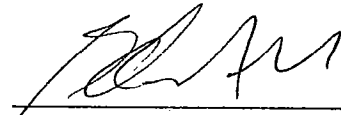
JOHN DAVID HINDMARSH
NOTARY PUBLIC
ST ANDREW'S HOUSE
59 ST ANDREW'S STREET
CAMBRIDGE
CB2 3DD
COMMISSION EXPIRES ON DEATH



STATE OF NEW YORK
COUNTY OF New York

On the 23RD day of August in the year 2006, before me personally came J. Jay Lobell to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument, who, acknowledged to me that he is the President of MOUNT COOK BIOSCIENCES, INC., the corporation described herein and that he executed the above instrument by authority of the board of directors of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 23RD day of August, 2006.



Notary Public

BASIL CHRISTAKOS
Notary Public, State of New York
No. 01CH5036184
Qualified in New York County 2006
Commission Expires November 21, 19

My Commission Expires: _____

UNITED STATES

MATTER NO	COUNTRY ID	TYPE	SERIAL NO	PATENT NO	PUBL NO	TITLE
021353-000019.108US	US	UTL	08/285,313	5,681,830		OPIOID COMPOUNDS
021353-000020.108DIV1	US	UTL	08/431,377	5,552,404		OPIOID COMPOUNDS
021353-000021.108DIV11	US	UTL	08/430,677	5,574,159		OPIOID COMPOUNDS
021353-000022.109US	US	UTL	08/658,726	5,807,858		COMPOSITIONS AND METHODS FOR REDUCING RESPIRATORY DEPRESSION
021353-000027.109CIP	US	UTL	08/887,312	5,985,880		COMPOSITIONS AND METHODS FOR REDUCING RESPIRATORY DEPRESSION AND ATTENDANT SIDE EFFECTS OF MU OPIOID COMPOUNDS
021353-000052.109CIPDIV	US	UTL	09/352,308	6,300,332		COMPOSITIONS AND METHODS FOR REDUCING RESPIRATORY DEPRESSION AND ATTENDANT SIDE EFFECTS OF MU OPIOID COMPOUNDS
021353-000053.109CIP DIV2	US	UTL	09/974,004	6,919,350	2002-0111359	COMPOSITIONS AND METHODS FOR REDUCING RESPIRATORY DEPRESSION AND ATTENDANT SIDE EFFECTS OF MU OPIOID COMPOUNDS
021353-000054.109CIP DIV3	US	UTL	11/184,762		2005-0255151	COMPOSITIONS AND METHODS FOR REDUCING RESPIRATORY DEPRESSION AND ATTENDANT SIDE EFFECTS OF MU OPIOID COMPOUNDS
021353-000055.114PRV	US	PRV	60/324,712			DPI-125 THIOPHENE ANALOG
021353-000055.114US	US	UTL	10/254,609	6,924,288	US 2003-0114462 A1	ENANTIOMERICALLY PURE OPIOID DIARYLMETHYLPYPERAZINE AND METHODS OF USING SAME
021353-000074.114CIP	US	UTL	11/187,755		US 2006-0004016 A1	AN ENANTIOMERICALLY PURE OPIOID DIARYLMETHYLPYPERAZINE AS A CARDIOPROTECTION AGENT
021353-000075.115PRV	US	PRV	60/340,084			METHOD OF TREATING DEPRESSION WITH DELTA RECEPTOR AGONIST COMPOUNDS
021353-000076.115PRV2	US	PRV	60/337,887			METHOD OF TREATING DEPRESSION WITH DELTA RECEPTOR AGONIST COMPOUNDS
021353-000077.115US	US	UTL	10/282,411	7,030,124	US 2003-0144299 A1	METHOD OF TREATING DEPRESSION WITH DELTA RECEPTOR AGONIST COMPOUNDS
021353-000090.116PRV	US	PRV	60/379,186			COMPOSITIONS AND METHODS FOR COMBATING LOWER URINARY TRACT DYSFUNCTIONS WITH DELTA OPIOID RECEPTOR AGONISTS
021353-000091.116US	US	UTL	10/434,004		US2004-0002503-A1	COMPOSITIONS AND METHODS FOR COMBATING LOWER URINARY TRACT DYSFUNCTIONS WITH DELTA OPIOID RECEPTOR AGONISTS
021353-000106.117PRV	US	PRV	60/345,216			METHOD OF TREATING SEXUAL DYSFUNCTIONS WITH DELTA OPIOID RECEPTOR AGONIST COMPOUNDS
021353-000106US.117US	US	UTL	10/335,764		US-2003-0186872-A1	METHOD OF TREATING SEXUAL DYSFUNCTIONS WITH DELTA OPIOID RECEPTOR AGONIST COMPOUNDS
021353-000112.119US	US	UTL	09/957,903			DIARYLMETHYLBENZYLPIPERAZINES AND CORRESPONDING HALOBENZYL DERIVATIVES
021353-000113.128PRV	US	PRV	60/345,215			METHOD FOR SCREENING THERAPEUTIC AGENTS FOR MODULATION OF EJACULATORY RESPONSE
021353-000114.128US	US	UTL	10/335,834		US 2003-0130698 A1	METHOD FOR SCREENING THERAPEUTIC AGENTS FOR MODULATION OF EJACULATORY RESPONSE

PATENT

REEL: 018207 FRAME: 0404

UNITED STATES

MATTER NO	COUNTRY ID	TYPE	SERIAL NO	PATENT NO	PUBL NO	TITLE
021353-000118.130US	US	UTL	10/749,437		US 2004-0171622 A1	CARDIOPROTECTIVE DELTA OPIOID RECEPTOR AGONISTS AND METHODS OF USING SAME
021353-000128.131PRV	US	PRV	60/445,041			METHOD OF TREATING DEPRESSION WITH A DIARYLMETHYLPYPERAZINE COMPOUND EXHIBITING BOTH DELTA RECEPTOR AGONIST AND MU RECEPTOR ANTAGONIST ACTIVITY
021353-000129.132PRV	US	PRV				METHOD OF TREATING SEXUAL DYSFUNCTIONS WITH A COMPOUND EXHIBITING DUAL PERIPHERAL MU AND DELTA OPIOID RECEPTOR AGONIST ACTIVITY
021353-000130.136PRV	US	PRV	60/671,367			COMPOSITIONS OF NOVEL OPIOID COMPOUNDS AND METHOD OF USE THEREOF
021353-000131.136US	US	UTL	11/404,632			COMPOSITIONS OF NOVEL OPIOID COMPOUNDS AND METHOD OF USE THEREOF
021353-000134.137PRV	US	PRV	60/714,187			METHOD OF TREATING PARKINSON'S DISEASE WITH A DIARYLMETHYLPYPERAZINE COMPOUND EXHIBITING DELTA OPIOID RECEPTOR AGONIST ACTIVITY
021353-000135.107DIVIV	US	UTL	09/015,645			OPIOID DIARYLMETHYLPYPERAZINES AND PIPERIDINES
021353-000136.107US	US	UTL	08/284,445	5,658,908		OPIOID DIARYLMETHYLPYPERAZINES AND PIPERIDINES
021353-000137.103US	US	UTL	08/098,333			OPIOID COMPOUNDS
021353-000138.104US	US	UTL	08/169,879			OPIOID COMPOUNDS
021353-000139.107DIVIII	US	UTL	08/864,667	5,854,249		OPIOID DIARYLMETHYLPYPERAZINES AND PIPERIDINES
021353-000140.107DIVI	US	UTL	08/431,713			OPIOID DIARYLMETHYLPYPERAZINES AND PIPERIDINES
021353-000141.107DIVII	US	UTL	08/431,209			OPIOID DIARYLMETHYLPYPERAZINES AND PIPERIDINES
021353-117.130PRV	US	PRV	60/437,728			CARDIOPROTECTIVE DELTA OPIOID RECEPTOR AGONISTS AND METHOD OF USING SAME