

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Galileo Pharmaceuticals, Inc.	09/19/2005
RECEIVING PARTY DATA	
Name:	Edison Pharmaceuticals, Inc.
Street Address:	5941 Optical Court, Suite 228
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95138
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10696752
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	755 Page Mill Rd
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ATTORNEY DOCKET NUMBER:	526302000400
NAME OF SUBMITTER:	Robert K. Cerpa
Total Attachments: 8 source=Galileo to Edison Assignment 52630-2000400#page1.tif source=Galileo to Edison Assignment 52630-2000400#page2.tif source=Galileo to Edison Assignment 52630-2000400#page3.tif	

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## TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (the "Agreement") is made effective as of September 19, 2005 (the "Effective Date") by and between GALILEO PHARMACEUTICALS, INC., a California corporation having its principal place of business at 5301 Patrick Henry Drive, Santa Clara, California, 95054 ("Galileo"), and EDISON PHARMACEUTICALS, INC., a Delaware corporation having its principal place of business at 5941 Optical Court, Suite 228, San Jose, California, 95138 ("Edison"). Galileo and Edison are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, Galileo is a biopharmaceutical company engaged in the research and clinical development of small molecules for the treatment of metabolic and inflammatory diseases, and as a result Galileo owns or controls certain intellectual property, materials and other assets related to such activities;

WHEREAS, Edison is currently a subsidiary of Galileo, and is a biopharmaceutical company engaged in the research and clinical development of products useful for the diagnosis, prevention and treatment of mitochondrial diseases;

WHEREAS, Edison wishes to acquire from Galileo, by license or assignment as the case may be, certain assets, both tangible and intangible, that are controlled by Galileo, and Galileo wishes to grant to Edison such rights to such assets; and

WHEREAS, Galileo and Edison have entered into a Screening Agreement on even date herewith, wherein Galileo agreed to perform certain screening assays for Edison using its Phytera compound library to identify compounds that Edison may develop further into treatments for mitochondrial diseases;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth below, the Parties agree as follows:

#### 1. DEFINITIONS

**1.25 "PAR Patent Estate" means the Patents Controlled by Galileo as of the Effective**

Date and set forth in Schedule 1.25, and all divisions, continuations, continuations in part, continued prosecution applications of any of the foregoing patents or applications, all patents issuing on any of the foregoing, and any substitution, extension, registration, confirmation, reissue, re-examination, renewal, supplementary protection certificates thereof and all foreign counterparts of the foregoing.

**1.26 "PAR Technology"** means the PAR Patent Estate and PAR Know-How.

**1.27 "Patent"** means any United States or non-United States (i) unexpired letters patent (including inventor's certificates) or utility models which have not been held invalid or unenforceable by a court of competent jurisdiction from which no appeal can be taken or has been taken within the required time period, including without limitation any substitution, extension, registration, confirmation, reissue, re-examination, renewal, supplementary protection certificates or any like filing thereof, and (ii) pending applications for the foregoing, including without limitation any provisional, converted provisional, continued prosecution application, continuation, divisional or continuation-in-part thereof.

**(b) PAR Patent Estate.** Galileo hereby assigns to Edison all title, rights and interests in the PAR Patent Estate and the PAR Data. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purpose of this Section 2.2(b). Edison shall be responsible for all costs (including legal fees) of (i) effecting such assignments and (ii) foreign filings made,

and prosecution and maintenance conducted, on or after April 14, 2005 and prior to the Effective Date. Edison shall have the right to direct Galileo to file such applications only in jurisdictions specified by Edison.

IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate originals by their duly authorized officers as of the Effective Date.

**GALILEO PHARMACEUTICALS, INC.**

By: 

Name: Lloyd Kunimoto

Title: Chief Executive Officer

Date: Sept. 19, 2005

**EDISON PHARMACEUTICALS, INC.**

By: \_\_\_\_\_

Name: Guy Miller, M.D., Ph. D.

Title: Chief Executive Officer

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

Signature page for Technology Transfer Agreement

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IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate originals by their duly authorized officers as of the Effective Date.

**GALILEO PHARMACEUTICALS, INC.**

By: \_\_\_\_\_

Name: Lloyd Kunimoto

Title: Chief Executive Officer

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

**EDISON PHARMACEUTICALS, INC.**

By:  \_\_\_\_\_

Name: Guy Miller, M.D., Ph. D.

Title: Chief Executive Officer

Date: September 19, 2005

Signature page for Technology Transfer Agreement

**Schedule 1.25**

**The Galileo PAR Patent Estate**

0126-US Utility Application No. 10/696,752; published as US2004/0105817; filed 10/29/03

0126-PRV-US Provisional Application No. 60/413,219; filed 09/27/02

0126-PRV2-US Provisional Application No. 60/422,727; filed 10/30/02

0126-PRV3-US Provisional Application No. 60/487,734; filed 07/16/03

0126-Patent Cooperation Treaty Application No. PCT/US03/34420; published as WO2004/042353; filed 10/29/03

0126-Australian Patent Application No. 2003287250;

0126-Canadian Patent Application No. 2,504,334;

0126-European Patent Application No. 03781483.7;

0126-Japanese Patent Application No. 2005-502210;