

PATENT ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		ASSIGNMENT
CONVEYING PARTY DATA		
Name		Execution Date
Peter G. THOMAS		09/12/2006
RECEIVING PARTY DATA		
Name:	Cytos Pharmaceuticals LLC	
Street Address:	4364 South Alston Avenue	
City:	Durham	
State/Country:	NORTH CAROLINA	
Postal Code:	27713	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5658937	
CORRESPONDENCE DATA		
Fax Number:	(202)371-2540	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-371-2600	
Email:	dsegura@skgf.com	
Correspondent Name:	Sterne, Kessler, Goldstein & Fox, P.L.LC	
Address Line 1:	1100 New York Avenue, NW	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005	
ATTORNEY DOCKET NUMBER:	2405.0030001/RWE/KPQ	
NAME OF SUBMITTER:	Katrina Y. Pei Quach	
Total Attachments: 2		
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OP \$40.00 5658937

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: **Peter G. THOMAS** hereby sells and assigns to **Cytos Pharmaceuticals LLC**, a North Carolina limited liability company, whose mailing address is 4364 South Alston Avenue, Durham, North Carolina 27713 (hereafter referred to as the Assignee), his entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in U.S. Patent No. 5,658,937, issued August 19, 1997, for the invention known as **Effective Treatment Modality for Infectious Diseases, Pulmonary Conditions and Sequelae Thereof**, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor agrees to execute all papers necessary in connection with the patent and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

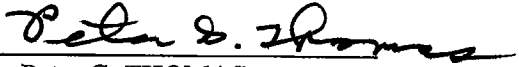
The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the patent or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way

possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor hereby grants the patent practitioners associated with **CUSTOMER NUMBER 26111** the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite his name.

Date: SEPT. 12, 2006 Signature of Inventor: 
Peter G. THOMAS

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