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Commissioner of Patents & Trademarks

10-27-2006

Washington, D.C. 20231

Form PTO-1595

(Rev. 03/01)



11/578661

U.S. DEPARTMENT OF COMMERCE

U.S. PATENT AND TRADEMARK OFFICE

To the honorable Commissioner of

103328191

attached original document or copy thereof:

10.18.06

1. Name of Conveying Party(ies):

CAPONETTI, Giovanni  
ARTUSI, Mariella  
MAGGI, Loretta  
CORVI MORA, Paolo

2. Name and Address of Receiving Party(ies):

Name: **Eratech S.r.l.**  
Street Address: **Via Guastalla 15**  
Street Address:  
City: **Milano**  
State/Country: **Italy** Postal Code: **I-20122**

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

Additional name(s) and addresses attached?  Yes  No

3. Nature of Conveyance:

- Assignment  Change of Name
- Security Agreement  Other:
- Merger

Execution Date: 10102006 11/578661

4. Application Number(s) or Patent Number(s):

Assignment is being filed together with new application and the first execution date of application is : 10102006

Application has been filed already and the application filing date is:

A. Patent Application Number(s):

B. Issued Patent Number(s):

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

**CUSTOMER NUMBER 00136 -or-**  
**JACOBSON HOLMAN PLLC**  
400 Seventh Street, N.W.  
Washington, D.C. 20004-2218  
Tel. 202-638-6666

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to Deposit Account No. 06-1358.

Attorney Docket Number: P71530US0

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8. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

N. Whitney Wilson 38,661

October 18, 2006

Name of Person Signing, Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 5

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by CAPONETTI, Giovanni; ARTUSI, Mariella; MAGGI, Loretta; and CORVI MORA, Paolo, hereinafter referred to as Assignor(s), residing at Via Romagnosi 33 – I-29100 Piacenza – Italy; P.le Corridoni 13 – I-43100 Parma – Italy; Via Negri 26 – I-29100 Piacenza – Italy; and Via Scalabrini 49 – I-29100 Piacenza – Italy, respectively;

**WHEREAS**, Assignor(s) has/have invented certain new and useful improvements in Dry powder pharmaceutical composition, its preparation process and stable aqueous suspension obtained from such composition, set forth in a:

- Provisional U.S. Application for Letters Patent, Serial No. \_\_\_\_\_,
- Non-Provisional U.S. Application for Letters Patent, Serial No. \_\_\_\_\_,
- U.S. National Stage Entry of International Application Serial No. PCT/EP2005/004277,
- Continuation of U.S. Patent Application Serial No. \_\_\_\_\_,
- U.S. Continuation of International Application. Serial No. \_\_\_\_\_,
- Divisional of U.S. Patent Application Serial No. \_\_\_\_\_,
- Continuation-in-Part Application (CIP) claiming benefit of Appl. Ser. No. \_\_\_\_\_,
- International Application Serial No. \_\_\_\_\_,

- attached herewith;
- previously filed on \_\_\_\_\_;

and

**WHEREAS**, ERATECH S.r.l., a corporation organized under and pursuant to the laws of ITALY, having its principal place of business at Via Guastalla 15 – I-20122 Milano - Italy (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor(s) has/have sold, assigned, transferred and set over, and by these presents do sell, assign,

transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor(s), had this sale and assignment not been made.

**AND** for the same consideration, Assignor(s) hereby represent(s) and warrant(s) to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor(s) are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignor(s) hereby covenant(s) and agree(s) to and with Assignee, its successors, legal representatives and assigns, that Assignor(s) will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor(s) hereby request(s) the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor(s) hereby grant the following individuals the power to insert on this Assignment any further identification which 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:


All registered practitioners at **Customer No. 00136**

**JACOBSON HOLMAN**  
Professional Limited Liability Company  
400 Seventh Street, N.W.  
Washington, D.C. 20004

AND Assignor(s) acknowledge(s) an obligation of assignment of this invention to Assignee at the time the invention was made.

  
\_\_\_\_\_  
CAPONETTI, Giovanni

Date: 10 October 2006

  
\_\_\_\_\_  
ARTUSI, Mariella

Date: 10 October 2006

  
\_\_\_\_\_  
MAGGI, Loretta

Date: 10 October 2006