

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Robert Zelle	05/17/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Scion Pharmaceuticals, Inc.
<b>Street Address:</b>	200 Boston Avenue
<b>City:</b>	Medford
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02155
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10592618
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	WYE-088
<b>NAME OF SUBMITTER:</b>	Michael H. Brodowski
<b>Total Attachments: 4</b>	
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CH \$40.00 10592618

**ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made this 17<sup>th</sup> day of May, 2005,  
by Robert Zelle (hereinafter referred to as Assignor), residing at 67 Boon Road, Stow,  
Massachusetts 01775;

**WHEREAS**, Assignor has invented certain new and useful improvements in  
ION CHANNEL MODULATORS, set forth in a Patent application for Letters Patent of  
the United States, already filed on March 7, 2005 as U.S. application No. US05/07912;  
and

**WHEREAS**, Scion Pharmaceuticals, Inc., a organized under and pursuant  
to the laws of Massachusetts having its principal place of business at 200 Boston  
Avenue, Suite 3600, Medford, Massachusetts 02155 (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  
has sold, assigned, transferred and set over, and by these presents does 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, had this  
sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants 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 is the sole and lawful owner 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 Assignor has 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 hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Patent 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 hereby requests 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 hereby grants 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:

EDWARDS & ANGELL, LLP

All practitioners at Customer Number 21874

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Robert Zelle  
Robert Zelle

Date: May 17, 2005

United States of America )  
State of Massachusetts ) ss.:  
County of Middlesex )

On this 17<sup>th</sup> day of May, 2005, before me personally came Robert Zelle, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Sarah P. Cecil  
Notary Public

