

**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>
Valentis, Inc.	10/17/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Biolitec, Inc.
<b>Street Address:</b>	515 Shaker Road
<b>City:</b>	East Long Meadow
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01028
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6132763
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	97353.00064
<b>NAME OF SUBMITTER:</b>	Thomas J. Ryan
<b>Total Attachments: 2</b>	
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## ASSIGNMENT

WHEREAS, VALENTIS, INC., a Delaware corporation having a principal place of business at 863A Mitten Road, Burlingame, California 94010 ("Assignor"), is the sole owner of U.S. Patent No. 6,132,763;

WHEREAS, BIOLITEC, INC., A New Jersey corporation, having an office at 515 Shaker Road, East Long Meadow, Massachusetts 01028 ("Assignee"), desires to acquire the Patent.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to U.S. Patent No. 6,132,763, any patents and patent applications from which U.S. Patent No. 6,132,763 claims priority, any patents and patent applications that are continuations, divisionals, continuations-in-part, or otherwise claim priority from U.S. Patent No. 6,132,763, and any corresponding foreign patents and patent applications (collectively "the Patents"), including the full and exclusive rights to any and all inventions described in the Patents for the United States, its territorial possessions and all foreign countries as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims (legal or equitable), including all claims for damages by reason of past infringement or for licensing royalties or fees, counterclaims, credits, causes of action, choses in action, rights of recovery, rights of set off, guarantees, warranties, indemnities and similar rights (whether existing before or after the execution date of this Assignment), with the right to sue for, and collect the same, for Assignee's own use and benefit, and for the use and benefit of Assignee's successors, assigns and other legal representatives;

AND FURTHER, Assignor hereby agrees that, when requested to carry out in good faith the intent and purpose of this Assignment, at the expense of said Assignee, Assignor will execute all continuations, continuations-in-part, divisions, substitutes, reissues, and extensions of said Patents, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for the inventions and for vesting title to the inventions and all applications for patents on the inventions in said Assignee, its successors, assigns and legal representatives;

AND FURTHER, Assignor hereby covenants with Assignee, its successors, assigns and legal representatives, that Assignor owns and possesses all right, title and interest in, to and under each of the Patents, free and clear of the claims of others, and subject only to a license to Alza Corporation, a license to Celsion Corporation and a license to Biolitec Pharma Marketing Ltd.; and that no other assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered this 17 day of October 2006.

Assignor:

  
Printed Name: John J. Reddington

State of California    )  
                                  )    ss.:  
County of                )  
San Mateo

On the 17 day of October, 2006, before me personally came JOHN J. REDDINGTON, to me known, who being by me duly sworn, executed the foregoing instrument.

[Notarial Seal]

Shalini Kalra  
Notary Public

