

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

KELLER, Brian Charles
LASIC, Alenka

Execution Date(s) 10/7/2004 and 5/5/2005

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: BioZone Laboratories, Inc.

Internal Address: _____

Street Address: 580 Garcia Avenue

City: Pittsburg

State: California

Country: U.S.A.

Zip: 94565

Additional Name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Patent Application No.(s)
11/588,068

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: David B. Ritchie

Internal Address: Thelen Reid & Priest LLP

Street Address: P.O. Box 640640

City: San Jose

State: CA Zip: 95164-0640

Phone Number: (408) 292-5800

Fax Number: (408) 287-8040

Email Address: dritchie@thelen.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1698

Authorized User Name Thelen Reid & Priest LLP

9. Signature :

Signature

1-10-2007

Date

David B. Ritchie, Reg. No. 31,562

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, I, Brian Charles Keller, a citizen of the United States of America, residing at 2507 Brocket Court, Antioch, California, 94509, am one of the inventors of "Self Forming, Thermodynamically Stable Liposomes and Their Applications" for which I have executed application papers for a U.S. patent thereon, which were filed on September 30, 2002 and which received U.S. Patent Application Serial No. 10/262,284; and

WHEREAS, BioZone Laboratories, Inc., a California corporation, having a place of business located at 580 Garcia Avenue, Pittsburg, California 94565, is desirous of acquiring all my right, title and interest in and to said invention and in and to the Letters Patent to be granted and issued therefor in the United States of America and its territories and possessions, and all countries foreign thereto;

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, I, Brian Charles Keller do sell, assign, transfer and set over unto the said BioZone Laboratories, Inc., its successors and assigns, all my right, title and interest in and to said invention, and in and to any and all Letters Patent to be granted and issued therefor, not only for, to and in the United States of America, its territories and possessions, but also for, to and in all other countries including all priority rights under the International Convention; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said BioZone Laboratories, Inc., its successors and assigns, in accordance with this Assignment.

Docket No.: BIOZ-0002

ASSIGNMENT CONTINUATION

Re: U.S. Patent Application entitled: Self Forming, Thermodynamically Stable Liposomes and Their Applications

Inventor: Brian Charles Keller

Filing date: September 30, 2002

WITNESS MY HAND at Pittsburg, California, this 7 day of October, 2004

Brian Charles Keller
Brian Charles Keller

STATE OF CALIFORNIA

COUNTY OF Contra Costa) ss.

On this 7 day of October, 2004 before me, Teresita N. del Rosario
a Notary Public, personally appeared Brian Charles Keller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacities, and that by his/~~her~~/their signature/s on the instrument the person/s or the entity upon behalf of which the person/s acted, executed the instrument.

WITNESS my hand and official seal.

Teresita N. del Rosario
NOTARY PUBLIC



ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into on this ___ day of 25 April, 2005 ("Effective Date") by and between Alenka Lasic, a U.S. citizen residing at Vojkova 47, 1000 Ljubljana, Slovenia ("Assignor"), and BioZone Laboratories, Inc., a California corporation with offices located at 580 Garcia Avenue, Pittsburg, California, U.S.A. ("BioZone").

A. Brian Keller and Danilo Lasic are the inventors of US Patent 6,610,332 for "Self-Forming, Thermodynamically Stable Liposomes and Their Applications" originally filed December 20, 2000, as well as continuation and foreign equivalent patents and patent applications (collectively, the "Patents")

B. Brian Keller has assigned all of his worldwide right, title and interest in and to the Patents and any inventions disclosed therein to BioZone.

C. Deceased inventor Danilo Lasic owned all remaining right, title and interest in and to the Patents and any inventions disclosed therein, and Assignor, as Danilo Lasic's sole heir under his will dated September 1, 1993, has inherited and owns all of Danilo Lasic's right, title and interest in and to the Patents and any inventions disclosed therein.

D. BioZone desires to acquire the entire worldwide right, title and interest of Assignor in and to the Patents and any inventions disclosed therein.

NOW, THEREFORE, the parties agree as follows.

1. Assignment. Assignor hereby sells and assigns to BioZone, its successors and assigns, the entire worldwide right, title and interest of Assignor in and to the said inventions and in and to the said Patents, together with any reissues, divisions, substitutions, provisionals, continuations, renewals, continuations-in-part, re-examinations and extensions thereof, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any patents for said inventions, or patents resulting therefrom, insofar as Assignor's interest is concerned to BioZone, as assignee of the entire right, title and interest of Assignor. Assignor also hereby sells and assigns to BioZone, its successors and assigns, the foreign rights in the inventions disclosed in said Patents, in all patent-granting countries of the world, including the right to file applications and obtain patents for said inventions in its own name in said countries, including all rights of priority under the terms of the International Convention for the Protection of Industrial Property, and further agrees to execute any and all patent applications, assignments, affidavits and any other papers in connection therewith necessary to perfect such patent rights. Assignor further assigns to BioZone all right to sue for, counterclaim for and receive all damages accruing from all past, present and future infringements of the Patents herein assigned.

2. Further Assurances. Assignor will, at the expense of BioZone, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue

and substitute applications, make all lawful oaths, and generally do everything possible to aid BioZone, its successors, assigns and nominees to effect the intent of this Agreement and to obtain and endorse patent protection for the inventions disclosed in the Patents in all countries in the world, at BioZone's expense.

3. Consideration. As consideration for the assignment, BioZone will pay Assignor U.S. \$170,000, payable in installments as follows:

(a) \$20,000 payable in 2005, as follows:

\$5,000 on the Effective Date; - *AIENKA LASIC*
PAYD 4/25/05 CKA 6723

\$5,000 on July 1;

\$5,000 on September 1;

\$5,000 on November 1; and

(b) \$10,000 payable annually from 2006 through 2020, as follows:

\$5,000 on each March 1;

\$5,000 on each September 1.

4. Representations and Warranties. Assignor represents and warrants that:

(a) Assignor inherited and owns all of Danilo Lasic's right, title and interest in and to the Patents and the inventions disclosed therein under Danilo Lasic's will; (b) by virtue of this Agreement BioZone owns all of Assignor's right, title and interest in and to the Patents; (c) neither Danilo Lasic nor Assignor has previously assigned, transferred or encumbered any rights in the Patents; and (d) neither Danilo Lasic nor Assignor has taken any action, or entered into any agreement or transaction that would directly or indirectly prevent BioZone from conveying or vesting by operation of law or otherwise good title in and ownership of all of Danilo Lasic's and Assignor's rights in the Patents to BioZone.

5. General. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of law principles. Any action arising out or relating to this Agreement shall be brought in any federal or state court sitting in the State of California. Each party submits to the jurisdiction of such courts for purposes of any such action and waives any objection it may have to the jurisdiction of or venue in such courts. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, which relate to the subject matter hereof.

IN WITNESS WHEREOF, Assignor and BioZone have executed and delivered this Agreement effective as of the Effective Date set forth above.

ALENKA LASIC

By: Alenka Lasic

Alenka Lasic

Heir to Danilo Lasic

Date: 5/5/05

BIOZONE LABORATORIES, INC.

By: Brian C. Keller

Name: Brian C. Keller

Title: Executive Vice President

Date: 25 April 2005

THELEN REID BROWN
RAYSMAN & STEINER LLP
A F O R E I G N A T T O R N E Y S

F A X C O V E R P A G E

Date: January 11, 2007

Total Pages: 8
(including cover)

To: Mail Stop Assignment
Recordation Services
USPTO

Fax: 571-273-0140
Phone:

From: Karen A. Rogers

Fax: 408/292-8040
Phone: 408/282-1824
E-Mail: krogers@thelen.com

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark Office to Director for Patents, Fax No. 571-273-0140 on the date printed below:

Date: January 11, 2007

Signature: 
Karen A. Rogers

RE: U.S. Patent Application Serial No.: 11/588,068
Inventor: Brian Charles Keller et al.
Entitled: Self Forming, Thermodynamically Stable Liposomes and Their Applications
Docket No: BIOZ-0006 (032661-010)

Dear Sir or Madam:

- Respectfully submitted is the following:
- 1. Recordation Cover Sheet (in duplicate); and
 - 2. Assignment

If you have any questions, please do not hesitate to contact us.

Regards,
Karen A. Rogers

In case of a problem with this transmission, please call the Fax Operator at 408.282.1866

JOB #	ATTORNEY #	CLIENT-MATTER	RETURN TO	ROOM #
	41876	032661-000010	Karen Rogers	

IMPORTANT: This fax transmission is intended only for the addressee. It contains information from the law firm of Thelen Reid Brown Raysman & Steiner LLP which may be privileged, confidential and exempt from disclosure under applicable law. Dissemination, distribution, or copying of this by anyone other than the addressee or the addressee's agent is strictly prohibited. If this transmission is received in error, please notify Thelen Reid Brown Raysman & Steiner LLP immediately at the telephone number indicated above. We will reimburse your costs incurred in connection with this erroneous transmission and your return of these materials. THANK YOU.

PATENT SV #278764 v1
REEL: 018756 FRAME: 0060

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Internal Address: Thelen Reid & Priest LLP

Street Address: P.O. Box 640640

City: San Jose

State: CA Zip: 95164-0640

Phone Number: (408) 292-5800

Fax Number: (408) 287-8040

Email Address: dritchie@thelen.com

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Expiration Date _____

b. Deposit Account Number 50-1698

Authorized User Name Thelen Reid & Priest LLP

9. Signature :



Signature

1-10-2007

Date

David B. Ritchie, Reg. No. 31,562

Total number of pages including cover sheet, attachments, and documents 4

Name of Person Signing

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