PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CellGate, Inc.	09/22/2004

RECEIVING PARTY DATA

Name:	Lumen Therapeutics, LLC	
Street Address:	110 Beacon Street	
City:	Mountain View	
State/Country:	CALIFORNIA	
Postal Code:	94040	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11736689

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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ATTORNEY DOCKET NUMBER: 29586-705.301

NAME OF SUBMITTER: Terry Salvacion

Total Attachments: 1

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PATENT REEL: 019202 FRAME: 0511

CORPORATE TO COK. JRATE ASSIGNMENT

Do _t Number 29586.705.101

Whereas, <u>CellGate, Inc.</u>, (hereinafter termed "Assignor"), owns entire interest in the right and title in the invention described below (hereinafter "Said Invention,") entitled:

COMPOSITIONS AND METHODS FOR TREATING DISEASES

\boxtimes	for which an application for United States Patent was filed on March 1, 2004
	Provisional Application No. 60/549,321
	for which an application for a United States Patent was executed on, and

WHEREAS, <u>Lumen Therapeutics</u>, <u>LLC</u>, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in the above U.S. application entitled *Compositions and Methods For Treating Diseases* (hereinafter termed "Said Application") and Said Invention disclosed in Said Application entitled *Compositions and Methods For Treating Diseases*, as it relates specifically to the use of polyarginine unattached to any other bioactive substance, and in and to all embodiments thereof which were conceived, made or discovered jointly or severally by its inventors and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "Patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to Said Invention; (b) in and to all rights to apply for foreign patents on Said Invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all Patents granted on Said Invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of Said Application; and (d) in and to each and every reissue or extensions of any of said Patents.
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Invention; and (f) for legal proceedings involving Said Invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- 4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

		ASSIGNOR NAME; CellGate, Inc.
Date:	9/22/04	By: Aund Jelan
		Title:
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PATENT REEL: 019202 FRAME: 0512