

Form PTO-1595 (Rev. 08/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)

PAUL A. COX

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

3. Nature of conveyance/Execution Date(s):Execution Date(s) 09/27/2003

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

2. Name and address of receiving party(ies)Name: NATIONAL TROPICAL BOTANICAL GARDENS

Internal Address: _____

Street Address: 3530 Papalina RoadCity: Kalaheo, KauaiState: HICountry: _____ Zip: 96741

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/731,411

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:Name: PILLSBURY WINTHROP SHAW PITTMAN LLPInternal Address: 12255 El Camino RealSuite 300Street Address: 12255 El Camino Real, Suite 300City: San DiegoState: CA Zip: 92130Phone Number: (619) 234-5000Fax Number: (858) 509-4010Email Address: donna.perdue@pillsburylaw.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 042733-0307218

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 033975

Authorized User Name _____

9. Signature:


Signature

June 6, 2007

Date

Donna O. Perdue, Reg. No. 51166

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 (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 033975 10731411

AMENDMENT TO LETTER AGREEMENT

This Amendment to Letter Agreement (this "Amendment") is made as of this 27th day of September, 2003 by and between the National Tropical Botanical Garden ("NTBG"), a corporation chartered by the Congress of the United States of America, and the undersigned ("Dr. Cox") with reference to the following facts:

- A. NTBG and Dr. Cox entered into that certain letter agreement, dated October 14, 1997, regarding the terms of Dr. Cox's employment with NTBG (the "Agreement").
- B. Dr. Cox has made and may continue to make certain discoveries relating to neurological diseases ("Discoveries").
- C. Dr. Cox has agreed to assign to NTBG all rights relating to any Discoveries.
- D. NTBG, as consideration for such assignment, has agreed to pay Dr. Cox fifty percent (50%) of any royalties and other compensation earned as a result of the Discoveries.

NOW THEREFORE, for valid mutual consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, NTBG and Dr. Cox agree as follows:

1. Transfer by Dr. Cox. Dr. Cox hereby assigns, conveys and transfers to NTBG (as well as its successors and assigns), and NTBG hereby accepts such assignment, conveyance and transfer of, the entire right, title and interest in and to any and all Intellectual Property, know-how and inventions of any type or form relating to the Discoveries. For purposes of this Amendment, "Intellectual Property" means any and all intellectual property rights to and includes, without limitation, all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all the good will associated therewith, (iii) copyrights (registered and unregistered), moral rights and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential and proprietary information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable nor unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information) and (vii) copies and tangible embodiments thereof (in whatever form or medium).

2. Obligation to Prosecute. If NTBG identifies subject matter for patents, patent applications, or invention disclosures that result from the Discoveries, then NTBG shall have primary responsibility for the preparation, prosecution and maintenance of all patents in connection with the Discoveries. The cost of such preparation, prosecution and maintenance of such patents shall be paid by NTBG. Dr. Cox agrees as to all Discoveries to assist NTBG in every proper way to obtain and from time to time enforce patents on the Discoveries in any and all countries, and to that end Dr. Cox will execute all documents for use in applying for and

obtaining such patents thereon and enforcing the same, as NTBG may desire, together with any assignments thereof to NTBG or persons designated by NTBG. Dr. Cox's obligation to assist NTBG in obtaining and enforcing patents for the Discoveries in any and all countries shall continue beyond termination of Dr. Cox's employment by Dr. Cox or by NTBG for any reason. NTBG shall reimburse Dr. Cox for reasonable expenses incurred in connection with such assistance. In the event that NTBG is unable for any reason whatsoever to secure Dr. Cox's signature to any lawful and necessary document required to apply for or execute any patent application with respect to the Discoveries (including renewals, extensions, continuations, divisions or continuations in part thereof), Dr. Cox hereby irrevocably designates and appoints NTBG and its duly authorized officers and agents, as Dr. Cox's agents and attorneys-in-fact to act for and in Dr. Cox's behalf and instead of Dr. Cox, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by Dr. Cox.

3. Dr. Cox Share of Royalties and Other Compensation. As consideration for the assignment to NTBG of all rights associated with the Discoveries, NTBG hereby agrees to pay Dr. Cox fifty percent (50%) of any royalties or other compensation, including, but not limited to, advances and milestone payments, earned by NTBG as a result of the Discoveries.

4. Confirmation. The Agreement, as amended hereby, shall remain in full force and effect and, except as expressly amended hereby, the obligations, rights and remedies set forth in the Agreement are hereby ratified and confirmed by the parties hereto. Any reference to the Agreement in any other agreement, instrument or other document to which Dr. Cox is a party, shall be a reference to the Agreement as amended hereby.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the state of Hawaii, without regard to the conflicts of law principles thereof.

6. Counterparts. This Amendment may be executed in one or more counterparts by NTBG and Dr. Cox, each of which shall be deemed an original and together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first
above written.

NATIONAL TROPICAL
BOTANICAL GARDEN

By: _____

Name: _____

Title: _____

Deputy W. Y. Yuen
David L. L. Yuen
Chairman of the Board of Trustees

DR. COX

Paul Cox
The President