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To the Director of the U.S. Patent and Trademark Office: Mail Stop Assignment Recordation Services
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1. Name of conveying party(ies):
Jaw-Kang Chang
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
Name: Phoenix Pharmaceuticals, Inc.
Internal Address:
Street Address: 330 Beach Road
City: Burlingame State: California Zip: 94010
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other:
Execution Date:
Jaw-Kang Chang on July 27, 2007

4. Application number(s) or patent number(s):
 this document is being filed together with a new United States Non-Provisional Patent application entitled "Cell Permeable Bioactive Peptide Conjugates", and the execution date of the application is: August 2, 2007
A. Patent Application No.(s):
B. Patent No.(s): 11/890046
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: CR MILES, P.C.
Internal Address:
Street Address: 405 Mason Court, Suite 119
City: Fort Collins State: CO Zip: 80524

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

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9. Signature.
Name of Person Signing:
Craig R. Miles
USPTO Registration Number 45,954

Signature
08-02-2007
Date

Total number of pages including cover sheet, attachments, and documents: 5

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UNITED STATES PATENT AND TRADEMARK OFFICE

Title: Cell Permeable Bioactive Peptide Conjugates
Inventor: Jaw-Kang Chang
Application Number:
Filing Date:
Group Art Unit:
Examiner Name:
Attorney Docket Number: PhxParUSConj

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Jaw-Kang Chang whose address is 90 Curtis Court, San Carlos, California 94070 USA ("Assignor") and Phoenix Pharmaceuticals, Inc. having its principal offices at 330 Beach Road, Burlingame, California 94010 USA ("Assignee").

WHEREAS, Assignor has contributed to the conception or development of technology relating to a cell permeable bioactive peptide conjugates including the technology described or indicated in the above-identified application, along with any improvements of such technology to the extent conceived or developed during the time serving as a consultant or employee of Assignee or utilizing the trade secrets or confidential information of Assignee, or which are likely to cause disclosure of such trade secrets or confidential information (the "Invention");

WHEREAS, Assignor, either by him/her individually or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Assignor desires to assign all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Assignor warrants that:
 - a. he/she has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;

b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee;

c. to the extent he conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and

d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.

2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

a. all such worldwide rights to make, use, and sell the Invention;

b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;

c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

4. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

5. Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

6. Assignor grants the firm of CR MILES P.C., or other designated agent, 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 Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

Jaw-Kang Chang
Jaw-Kang Chang

Date: July 27, 2007

UNITED STATES OF AMERICA)
STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of SAN MATEO, State of California, United States of America, by Jaw-Kang Chang, this 27th day of July, 2007. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of California.

[Signature]
Notary Public
My Commission Expires: SEP 18, 2008

