

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name		Execution Date	
Bayer Pharmaceuticals Corporation		04/26/2007	
RECEIVING PARTY DATA			
Name:	Aerovance, Inc.		
Street Address:	2929 Seventh Street		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94710		
PROPERTY NUMBERS Total: 5			
Property Type	Number		
Application Number:	10163889		
Application Number:	10320231		
Application Number:	10820559		
Application Number:	10845632		
Application Number:	10874850		
CORRESPONDENCE DATA			
Fax Number:	(858)677-1465		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(858) 638-6756		
Email:	aldon.griffis@dlapiper.com		
Correspondent Name:	Lisa A. Haile, J.D., Ph.D.		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 2:	DLA Piper US LLP		
Address Line 4:	San Diego, CALIFORNIA 92121-2133		
ATTORNEY DOCKET NUMBER:	AERO1000-1		
NAME OF SUBMITTER:	Lisa A. Haile, J.D., Ph.D.		

CH \$200.00 10163889

**PATENT**

**500339625**

**REEL: 019731 FRAME: 0281**

**Total Attachments: 5**

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**PATENT**

**REEL: 019731 FRAME: 0282**

**ASSIGNMENT**

This assignment ("Assignment") is made by Bayer Pharmaceuticals Corporation of West Haven, Connecticut (collectively, the "Assignor") to Assignee, Aerovance, Inc. ("Assignee"), having a place of business at 2929 Seventh Street, Berkeley, California 94710.

**Recitals**

A. The Assignor has invented new and useful inventions as identified on the attached Schedule 1 for which applications for United States Letters Patent were filed in the United States Patent and Trademark Office.

B. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

**Agreement**

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and

to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. The Assignors agree that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. The Assignor represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. The Assignors authorize and request the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the  
date(s) provided below.

Assignor : Bayer Pharmaceuticals Corporation

By :

(Signature)

Name :

(Typed or Printed Name)

Title :

Date :

**ATTORNEY DOCKET NO.:**  
**AERO1000-1**

**SCHEDULE 1**  
**PATENT APPLICATION SERIAL NUMBERS**

10/163,889
10/320,231
10/820,559
10/845,632
10/874,850

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