

09-28-2007

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Attorney Docket No. 47029-0031-00US

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying parties:

Harry Hind



2. Name and address of receiving party(ies):

Name: HIND HEALTH CARE, INC.

Street Address: 1448 Club View Terrace

City: Los Altos State: California Zip: 94024-5901

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution date(s): May 10, 1994

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

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

A. Patent Application No.(s): 09/488,195 (now RE 37,727) B. Patent No.(s):

(09/488,195 is a reissue of 08/773,529, (USPN 5,709,869)  
 which is a continuation of 08/611,168, which is a  
 continuation of 08/388,375, which is a continuation of  
 08/198,223)

Additional numbers attached? ☐ Yes ☒ No

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

Mercedes K. Meyer, Ph.D., Esq.  
 DRINKER BIDDLE & REATH LLP  
 1500 K Street, NW, Suite 1100  
 Washington, D.C. 20005-1209

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 No. 50-0573

(212711)

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9. Signature

Mercedes K. Meyer, Ph.D., Esq.  
 Reg. No. 44,939

September 25, 2007

Name of Person Signing/Registration No.

Signature

Date

Total number of pages including cover sheet, attachments and documents: 3

DC613607A1

 PATENT  
 REEL: 019907 FRAME: 0346

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**ASSIGNMENT**

WHEREAS I, **HARRY HIND** of **1448 Club View Terrace, Los Altos, CA 95616** have invented certain new and useful improvements in **METHOD FOR TREATING NERVE INJURY PAIN ASSOCIATED WITH SHINGLES (HERPES-ZOSTER AND POST-HERPETIC NEURALGIA) BY TOPICAL APPLICATION OF LIDOCAINE** for which invention I have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. **08/198,223**, filed **February 16, 1994**; and

Whereas, **HIND HEALTH CARE, INC.**, a corporation of the state of **California** and having its principal place of business at **1448 Club View Terrace, Los Altos, CA 95616** (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned, and set over and by these presents do hereby sell, assign, and set over unto the said **HIND HEALTH CARE, INC.** and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

I hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

REEL 1006 FRAME 217

REEL 7006 FRAME 218

Upon said consideration, I convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and I do hereby covenant and agree with the said assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 5-10-94

By: Harry W Hind  
HARRY HIND

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