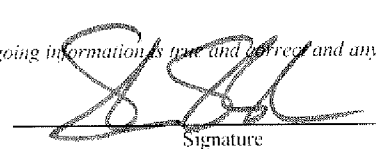


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Date of Deposit: October 11, 2007

Attorney Docket No. 36198-001

<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>	
<b>FORM PTO-1595</b> (Rev. 6-93) OMB No. 0651-001 (exp. 4/94)	<b>U.S. DEPARTMENT OF COMMERCE</b> <b>Patent and Trademark Office</b>
Please record the attached original documents or copy thereof.	
<b>1. Name of conveying party(ies):</b> ONY, Inc. Executed: October 9, 2007  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: Pneuma Partners, Inc.  Internal Address: Pneuma Partners, Inc. 1576 Sweet Home Rd. Ste. 112 Amherst, NY 14228  Street Address: Same as above  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other:	<input type="checkbox"/> Merger <input type="checkbox"/> Change of Name
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is _____  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>A. Patent Application No(s):</b> </div> <div style="width: 50%;"> <b>B. Patent No(s):</b>            U.S. Patent No. 6,129,934            U.S. Patent No. 6,020,307            U.S. Patent No. 6,458,759         </div> </div> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence Concerning document should be mailed:</b>  Name: Sheridan K. Snedden Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. One Financial Center Boston, MA 02111	<b>6. Total number of applications and patents involved:</b> [ 1 ]  <b>7. Total fee (37 CFR 3.41)</b> \$40.00  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 36198-001.
DO NOT USE THIS SPACE	
<b>9. Statement and signature</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>	
Sheridan K. Snedden, Reg. No. 55,998 _____ Name of Person Signing	<div style="text-align: center;">             _____            Signature         </div> <div style="text-align: right; margin-top: 10px;">           October 11, 2007            _____            Date         </div>
Total number of pages including cover sheet, attachments, and document: [ 3 ]	

Mail documents to be recorded with required cover sheet information to:

**MAIL STOP Assignment**  
 Commissioner for Patents  
 PO Box 1450  
 Alexandria, VA 22313-1450

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700345886

**PATENT**  
**REEL: 019955 FRAME: 0478**

CH \$120.00 500311 6129934

### ASSIGNMENT

**ONY Inc.**, a corporation organized under the laws of the State of New York, having a place of business at 1576 Sweet Home Road, Amherst, NY 14228 ("the ASSIGNOR"), the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, sells and transfers to, **Pneuma Partners, LLC**, a corporation organized under the laws of the State of New York, having a place of business at 1576 Sweet Home Road, Amherst, NY 14228, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE:

(1) the entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the United States Letters Patent No. 6,129,934 entitled: **MODIFICATION OF ANIMAL LUNG SURFACTANT FOR TREATING RESPIRATORY DISEASE DUE TO LUNG SURFACTANT DEFICIENCY OR DYSFUNCTION**, which issued from U.S. Application Serial No. 08/475,539, filed with the U.S. Patent and Trademark Office on June 7, 1995, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor;

(2) the entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the United States Letters Patent No. 6,020,307 entitled: **COMPOSITIONS AND METHODS FOR ISOLATING LUNG SURFACTANT HYDROPHOBIC PROTEINS SP-B AND SP-C**, which issued from U.S. Application Serial No. 08/845,422, filed with the U.S. Patent and Trademark Office on April 25, 1997, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor;

(3) the entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the United States Letters Patent No. 6,458,759 entitled: **COMPOSITIONS AND METHODS FOR ISOLATING LUNG SURFACTANT HYDROPHOBIC PROTEINS SP-B AND SP-C**, which issued from U.S. Application Serial No. 09/435,204, filed with the U.S. Patent and Trademark Office on November 5, 1999, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor;

(4) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world;

(5) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and

(6) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

The undersigned hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

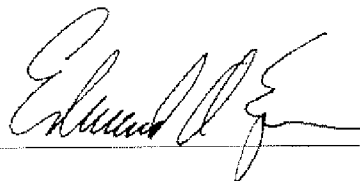
The undersigned agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

The undersigned further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

The undersigned hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The undersigned further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to us and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:

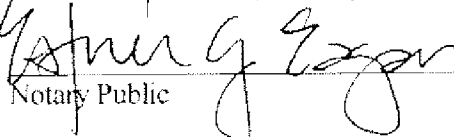


Signature of: **Edmund A. Egan**  
Managing Partner, ONY, Inc.

State of NY

County of GRIS

Subscribed and sworn to before me this 7 day of October, 2007.



Notary Public

My commission expires \_\_\_\_\_

Esther G. Egan  
Notary Public, State of New York  
Originally Qualified in Erie County  
My Commission Expires January 30, 2010