

10-24-2007



HEET

BRN-2040-UT

To the Director of the U.S. Pate

103455681

ed documents or the new address(es) below.

10-10-07

1. Name of conveying party(ies)

Stuart LIPTON (Oct. 3, 2007)
Takumi SATOH (Sept. 28, 2007)

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

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

Execution Date(s) 10/03/2007, 09/28/2007

- 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: Burnham Institute for Medical Research

Internal Address: 10901 North Torrey Pines Road

La Jolla, CA 92037

Street Address: 10901 North Torrey Pines Road

City: La Jolla

State: CA

Country: USA Zip: 92037

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)

B. Patent No.(s)

10/15/2007 EAYALEW1 00000068 11974114
01 FC:8021 40.00 DP

Additional numbers attached? Yes No

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

Name: Alan E. Dow

Internal Address: c/o Portfolio IP

P.O. Box 52050, Minneapolis MN 55402

Street Address: P.O. Box 52050

City: Minneapolis

State: MN Zip: 55402

Phone Number: (858) 720-8652

Fax Number: (858) 350-9691

Email Address: alan@biotechnologylawgroup.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

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Alan E. Dow
Signature

October 10, 2007
Date

Alan E. Dow (Reg. No. 35123)
Name of Person Signing

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

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

ASSIGNMENT AND AGREEMENT

WHEREAS, **Stuart A. Lipton**, having an address at 10901 North Torrey Pines Road, La Jolla, CA 92037; and **Takumi Satoh**, having an address at 10901 North Torrey Pines Road, La Jolla, CA 92037; (hereinafter referred to singly and collectively as "ASSIGNOR") has invented a certain invention entitled **NEUROPROTECTIVE COMPOSITIONS AND METHODS** (Atty. Dkt. No.: BRN-2080-PV; Int. Dkt. No. 06-052-02PR) for which a provisional application for United States Letters Patent filed on October 10, 2007 as Application No.: 60/850,860; and

WHEREAS, the **BURNHAM INSTITUTE FOR MEDICAL RESEARCH**, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 10901 North Torrey Pines Road, La Jolla, CA 92037 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interest sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBBY GRANTS to the law firm of **BioTechnology Law Group** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BioTechnology Law Group** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent counsel.

Executed this 3rd day of October, 2007

Stuart A. Lipton
STUART A. LIPTON

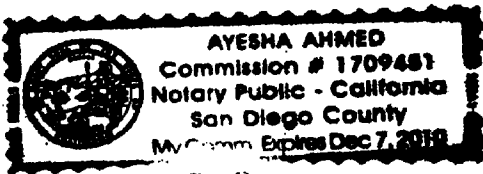
STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 3rd day of October, 2007, before me, Ayesha Ahmed,
Notary Public, personally appeared STUART A. LIPTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

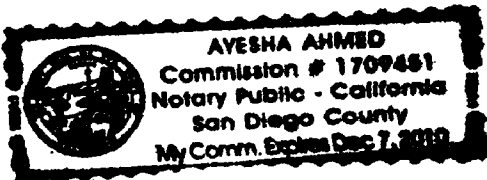
WITNESS my hand and official seal.

Ayesha Ahmed
SIGNATURE OF NOTARY PUBLIC

My Commission Expires: Dec 7th 2010



(Seal)

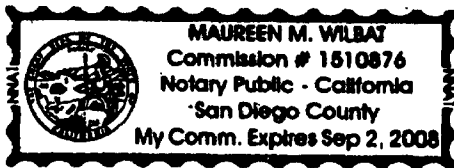


Executed this 28 day of September, 2007

T. Satoh
TAKUMI SATOH

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 28th day of September, 2007, before me, Maureen M. Wilbat, Notary Public, personally appeared TAKUMI SATOH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.



(Seal)

WITNESS my hand and official seal.

Maureen M. Wilbat
SIGNATURE OF NOTARY PUBLIC

My Commission Expires: Sept. 2, 2008

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