

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Schedule A previously recorded on Reel 019580 Frame 0549. Assignor(s) hereby confirms the Schedule 1.

CONVEYING PARTY DATA

Name	Execution Date
Nastech Pharmaceutical Company, Inc.	02/29/2008

RECEIVING PARTY DATA

Name:	QOL Medical, LLC
Street Address:	4861 North Highway A1A
City:	Vero Beach
State/Country:	FLORIDA
Postal Code:	32963

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7229636
Application Number:	60451899
Application Number:	60461583
Application Number:	60474204
Application Number:	10814399
PCT Number:	US0624685

CORRESPONDENCE DATA

Fax Number: (206)381-3301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (206) 381-3300
Email: swanger@blacklaw.com
Correspondent Name: Jeffrey J. King
Address Line 1: 701 Fifth Avenue
Address Line 2: Suite 4800
Address Line 4: Seattle, WASHINGTON 98104

PATENT

500482831

REEL: 020617 FRAME: 0687

OP \$240.00 7229636

ATTORNEY DOCKET NUMBER:

QOLM-1-0101

NAME OF SUBMITTER:

Jeffrey J. King

Total Attachments: 11

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PATENT ASSIGNMENT

WHEREAS, **NASTECH PHARMACEUTICAL COMPANY INC.**, a Delaware corporation having its principal place of business located at 3830 Monte Villa Parkway, Bothell, Washington 98021-7266, (the "**ASSIGNOR**"), is the owner of all right, title and interest in and to the United States patents and patent applications issued or pending before the United States Patent and Trademark Office and foreign counterpart patents and patent applications issued or pending in foreign jurisdictions, as identified in the attached Schedule A, and is the owner of all right, title and interest in and to the inventions and improvements disclosed in the aforesaid patents and patent applications (all of the aforesaid patents, patent applications, inventions and improvements being included within the collective term the "Patents" herein below); and

WHEREAS, **QOL MEDICAL, LLC**, a Delaware limited liability company, having its principal place of business at 4861 North Highway A1A, Vero Beach, Florida 32963 (hereinafter the "**ASSIGNEE**"), is desirous of obtaining the entire right, title and interest in, to and under the Patents;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which **ASSIGNOR** does hereby acknowledge, **ASSIGNOR** does hereby sell, assign, transfer, set over and convey, unto the **ASSIGNEE**, **ASSIGNEE's** successors, legal representatives and assigns, the **ASSIGNOR's** entire right, title and interest, in the United States and throughout the Universe, in and to the Patents, including, without limitation: (i) all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates, utility models and additions as may at any time be applied for or granted with respect to said Patents; (ii) all rights, titles and interests granted to **ASSIGNOR** pursuant to any previously executed assignment agreement between the inventor of each invention embodied by the Patents and **ASSIGNOR** or any of **ASSIGNOR's** predecessors in interest; (iii) all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), in the United States and anywhere throughout the Universe, for any past, present or future infringement, conversion or misappropriation of, or other injury, offense, violation, breach of duty or

wrong relating to, any of the Patents or any license, agreement, contract or other matter relating thereto; and (iv) the **ASSIGNOR's** entire right, title, interest, and privileges and immunities, under any treaty or convention relating to any of the Patents, including, without limitation, all foreign rights, patents and patent applications corresponding thereto, and the right to file foreign patent applications and license recordations. Such right, title and interest in and to the Patents, shall be held and enjoyed by **ASSIGNEE**, its successors, legal representatives and assigns, as fully, entirely and exclusively as the same would have been held and enjoyed by **ASSIGNOR** had this Assignment not been made.

This Assignment is effective as of the date hereof. **ASSIGNOR** agrees to execute and deliver, or cause to be executed and delivered, to **ASSIGNEE** or **ASSIGNEE's** legal representatives, any other or additional assignments, powers and other appropriate documentation, and to take such actions as are reasonable and necessary, to enable **ASSIGNEE** to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Patents are or may be registered or in which applications for registration of any of the Patents are pending, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and other jurisdictions identified in Schedule A as soon as is practicable after the date of this Assignment.

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts, documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to **ASSIGNOR** 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 purpose thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the Patents are or may be registered or in which applications

included among the Patents are pending, to record the title of **ASSIGNEE**, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Patents and to issue to **ASSIGNEE**, its successors, legal representatives and assigns, patent registrations and recordations of patent rights resulting from any application included among the Patents or renewal for any existing registration of any of the Patents, in accordance with the terms of this instrument.

ASSIGNOR: NASTECH PHARMACEUTICAL COMPANY INC.

Signature: _____

Name: Steven C. Quay

Title: Chairman and Chief Executive Officer



NOTARIAL CERTIFICATION

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Steven C. Quay is the person who appeared before me, and said person acknowledged that HE signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29 day of February, 2008.

Janice L. Goebel
Janice L. Goebel

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington
residing at Kirkland, Washington 98034
My Appointment Expires: February 9, 2011

Schedule A
To Patent Assignment

The term "Patents" as used in the foregoing Patent Assignment includes the following:

1. United States Patent Application Serial No. 10/787,385 filed on February 26, 2004 now United States Patent No. 7,229,636, issued June 12, 2007;
2. United States Provisional Application No. 60/451,899 filed on March 4, 2003;
3. United States Provisional Application No. 60/461,583 filed on April 8, 2003;
4. United States Provisional Application No. 60/474,204 filed on May 29, 2003;
5. United States CIP Patent Application No. 10/814,399, filed March 31, 2004; and
6. PCT Patent Application No. PCT/US/2006/024685, filed June 23, 2006.

PATENT ASSIGNMENT

WHEREAS, Natestch Pharmaceutical Company, Inc., a Delaware corporation having its principal place of business located at 3830 Monte Villa Parkway, Bothell, Washington 98021-7266, (the "ASSIGNOR"), is the owner of all right, title and interest in and to those certain United States patents and patent applications issued by or pending in, as applicable, the United States Patent and Trademark Office and the foreign counterparts thereof issued by or pending in the respective foreign jurisdictions in which said counterparts are issued or are pending, all of which United States patents and applications and foreign counterparts thereof are identified in the attached Schedule A, and is the owner of all right, title and interest in and to the inventions and improvements disclosed in the aforesaid patents and patent applications (all of the aforesaid patents, patent applications, inventions and improvements being hereinafter collectively referred to as the "Patents"); and

WHEREAS, QOL Medical, LLC, a Delaware limited liability company, having its principal place of business at 4861 North Highway A1A, Vero Beach, Florida 32963 (hereinafter the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the Patents;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which ASSIGNOR does hereby acknowledge, ASSIGNOR does hereby sell, assign, transfer, set over and convey, unto the ASSIGNEE, ASSIGNEE'S successors, legal representatives and assigns, the ASSIGNOR's entire right, title and interest, in the United States and throughout the Universe, in and to the Patents, including, without limitation: (i) all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates, utility models and additions as may at any time be applied for or granted with respect to said Patents; (ii) all rights, titles and interests granted to ASSIGNOR pursuant to any previously executed assignment agreement between the inventor of each invention embodied by the Patents and ASSIGNOR or any of ASSIGNOR'S predecessors in interest; (iii) all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), in the United States and anywhere throughout the Universe, for any past, present or future infringement, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, any of the Patents or any license, agreement, contract or other matter relating thereto; and (iv) the ASSIGNOR's entire right, title, interest, and privileges and immunities, under any treaty or convention relating to any of the Patents, including, without limitation, all rights to foreign patents and patent application corresponding thereto and the right to file such foreign patent applications and license recordations. Such right, title and interest in and to the Patents, shall be held and enjoyed by ASSIGNEE, its successors, legal representatives and assigns, as fully, entirely and exclusively as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

This Assignment is effective as of the date hereof. ASSIGNOR agrees to execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate

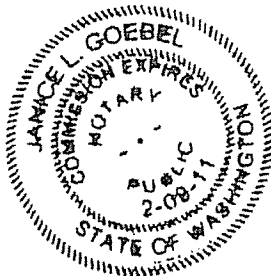
documentation, and to take such actions as are reasonable and necessary, to enable ASSIGNEE to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Patents are or may be registered or in which applications for registration of any of the Patents are pending, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and other jurisdictions identified in Schedule A as soon as is practicable after the date of this Assignment.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the Patents are or may be registered or in which applications included among the Patents are pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Patents and to issue to ASSIGNEE, its successors, legal representatives and assigns, patent registrations and recordings of patent rights resulting from any application included among the Patents or renewal for any existing registration of any of the Patents, in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 22
day of June, 2007.

NASTECH PHARMACEUTICAL COMPANY, INC.

SEAL



By:

Name:

Title:

Timothy M. Duffy
Timothy M. Duffy
EVP, Marketing & Business Development

ACKNOWLEDGMENT

STATE OF Washington)
)ss:
COUNTY OF Sanbornish)

On this 22 day of June, 2007, before me personally appeared
Timothy Duffy, to me personally known, who, being duly sworn, did say that he is the
EVP, Marketing & Business Development of Natestch Pharmaceutical Company, Inc. and that he duly executed the
foregoing instrument for and on behalf of Natestch Pharmaceutical Company, Inc. being duly
authorized to do so and that said individual acknowledged said instrument to be the free act and
deed of said corporation.

Dated June 20, 2007

Janice L. Goebel
Signature of Notary Public
Printed Name: Janice L. Goebel

My appointment expires 2/9/11

SCHEDULE 1
TRANSFERRED PATENTS

The term "Patents" as used in the foregoing Patent Assignment shall mean and include the following:

1. United States Letters Patent No. 7,229,636, issued June 12, 2007 entitled "Cyanocobalamin low viscosity aqueous formulations for intranasal delivery."
2. All current or residual rights in and to the following patent applications:
 - (a) U.S. Provisional Patent Application No. 60/451,899, "Cyanocobalamin Low Viscosity Aqueous Formulations for Intranasal Delivery" filed March 4, 2003.
 - (b) U.S. Provisional Patent Application Docket No. 03-02P2, "Cyanocobalamin Low Viscosity Aqueous Formulations for Intranasal Delivery" filed April 4, 2003.
 - (c) "CYANOCOBALAMIN LOW VISCOSITY AQUEOUS FORMULATIONS FOR INTRANASAL DELIVERY APPLICATION" # PCT/US/2006/024685, filed June 23, 2006 and all related PCT application and all national/regional patent applications to be filed based thereon.
 - (d) All U.S. or foreign applications claiming priority from (a), (b) or (c).
3. Any additional patent applications and patents granted therefrom with claims covering a spray formulation that contains cyanocobalamin as an active ingredient formulated for intranasal delivery (including Nascobal® spray).