

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael John Kleinig	11/14/2007
Kenneth B. Kirby	03/24/2008
Berno I. Petterson, Jr.	03/24/2008

RECEIVING PARTY DATA

Name:	Clinuvel Pharmaceuticals Limited
Street Address:	of Level 13, 1 Collins Street
City:	Melbourne, Victoria
State/Country:	AUSTRALIA
Postal Code:	3000

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11664879

CORRESPONDENCE DATA

Fax Number: (703)205-8050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-205-8000
 Email: pintob@bskb.com
 Correspondent Name: Birch, Stewart, Kolasch & Birch, LLP
 Address Line 1: P.O.Box 747
 Address Line 4: Falls Church, VIRGINIA 22040-0747

ATTORNEY DOCKET NUMBER:	0446-0196PUS1
NAME OF SUBMITTER:	MaryAnne Armstrong, Ph.D.

Total Attachments: 6
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US
PATENT

Attorney's docket no. 0446-0196PUS1
ASSIGNMENT

WHEREAS, I/WE

Michael John KLEINIG, an Australian citizen of 15 Sutherland Street, Brunswick, Victoria 3056, Australia;

Kenneth B. KIRBY, a United States citizen of 8631 Uranus Terrace, Lake Park, Florida 33405, United States of America; and

Berno I. PETTERSSON, JR., a United States citizen of 1100 3rd St. Meadodale Sub-Division, Perry, Georgia 31069, United States of America

hereinafter referred to as Assignor (collectively if more than one inventor is listed above), have invented certain new and useful improvements in **Compositions and methods for inducing melanogenesis in a subject**

the specification of which:

- (a) was executed on even date herewith;
- (b) was filed on 6 April, 2007 as Application No 11/664,879 or Express Mail No., as Application No. not yet known _____ and was amended on _____ (if applicable); or
- (c) was described and claimed in PCT International Application PCT/AU2005/001552 filed on 7 October, 2005 and as amended under PCT Article 19 on _____ (if any) and/or under PCT Article 34 on _____ (if any).

AND WHEREAS,

Clinuvel Pharmaceuticals Limited, of Level 13, 1 Collins Street, Melbourne, Victoria, 3000, Australia.

(hereinafter referred to as Assignee) desires to acquire the entire rights, title, and interest in and to the said improvements with respect to the United States of America, its territories and possessions.

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges that it has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in the United States of America, and its territories and possessions in, to and under said improvements, and any Patent Applications in the United States of America and all divisions, renewals and continuations thereof, and all Patents of the United States of America which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States of America to issue all Patents for said improvements to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

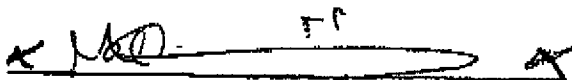
AND ASSIGNOR HEREBY covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in the United States of America.

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature.

This 14th day of November, 2007

JUSTIN T. VAATSTRAN

Witness


Signature of Michael John KLEINIG

This _____ day of _____, 20

Witness

Signature of Kenneth B. KIRBY

This _____ day of _____, 20

Witness

Signature of Berno J. PETERSSON, JR

ATTORNEY DOCKET NO. 0446-0196PUS1

BIRCH, STEWART, KOLASCH & BIRCH, LLP
UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS
ASSIGNMENT

Application No. 11/664,579 Filed April 6, 2007

Insert Name(s)
of Inventor(s)

****(Given Name FAMILY NAME (ALL CAPS))****

WHEREAS, Michael John KLEINIG; Kenneth B. KIRBY; and Berno I. PETERSSON, JR. (hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in:

Insert Title
of Invention

COMPOSITIONS AND METHODS FOR INCLUDING MELANOGENESIS IN A SUBJECT

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application)

Insert Date
of Signing of
Application
Insert Name
of Assignee
Insert Address
of Assignee

on March 24, 2008; and

WHEREAS, Chirovel Pharmaceuticals Limited
of Level 13, 1 Collins Street, Melbourne Victoria 3000, AUSTRALIA

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

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IF APPROPRIATE

in any foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, renewals, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

Attorney Docket No. 0446-0196FUS1

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.


The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolersch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

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

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date _____	Name of Inventor _____ (signature) Michael John KLEINIG
Date <u>24 March 2008</u>	Name of Inventor <u></u> (signature) Kenneth B. KIRBY
Date _____	Name of Inventor _____ (signature) Berno I. PETERSSON, JR.

ATTORNEY DOCKET NO. 0446-0196PUS1

BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. 11/664,879 Filed April 6, 2007

Insert Name(s)
of Inventor(s)

[Given Name FAMILY NAME (ALL CAPS)]

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Insert Date
of Signing of
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Insert Name
of Assignee
Insert Address
of Assignee

on March 24, 2008; and

WHEREAS, Chival Pharmaceuticals Limited
of Level 13, 1 Collins Street, Melbourne Victoria 3000, AUSTRALIA

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IF APPROPRIATE

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and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

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Attorney Docket No. 0446-0196PUS1

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date _____	Name of Inventor _____ (signature) Michael John KLEBNIG
Date _____	Name of Inventor _____ (signature) Kenneth B. KIRBY
Date <u>3-24-08</u>	Name of Inventor <u>Berno I. Pettersson Jr.</u> (signature) Berno I. PETERSSON, JR.