# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date	
Timothy D. Byland	01/19/2007	

### **RECEIVING PARTY DATA**

Name:	Antares Pharma, Inc.	
Street Address:	Princeton Crossroads Corporate Center	
Internal Address:	250 Phillips Boulevard, Suite 290	
City:	Ewing	
State/Country:	NEW JERSEY	
Postal Code:	08618	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12091176

## **CORRESPONDENCE DATA**

Fax Number: (513)241-6234

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DRNEY DOCKET NUMBER: APEL-02US	EY DOCKET NUMBER: APEL-02US
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NAME OF SUBMITTER: Kevin G. Rooney

Total Attachments: 2

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PATENT

**REEL: 021568 FRAME: 0931** 

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#### ASSIGNMENT

WHEREAS I, Timothy D. Byland, am a co-inventor, together with James Matthew Collins, Mark James Fisher, John Grimley, Mehran Mojarrad, John Michael O'Fallon, Craig Field Sampson and James G. Tappel, of an invention that is the subject of patent applications that are entitled NEEDLE-FREE INJECTION DEVICE, filed with the United States Patent and Trademark Office on December 20, 2005, as application Serial No. 60/752,063 and PCT Application Serial No. PCT/US2006/048422, filed on December 19, 2006 (hereinafter the "Applications"). I (we) hereby grant the firm of Wood, Herron & Evans, L.L.P., the power to insert in this Assignment any further identification or information, including Serial No. and/or Filing date in spaces above, which 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.

WHEREAS ANTARES PHARMA, INC., a Delaware corporation having its principal place of business at Princeton Crossroads Corporate Center, 250 Phillips Boulevard, Suite 290, Ewing, New Jersey 08618, wishes to acquire the entire interest in all inventions disclosed in such Applications;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Antares Pharma, Inc., its successors and assigns (collectively "Antares") my entire right, title and interest in, to and under the Applications, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Applications, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Applications; all of the above to be held and enjoyed by Antares for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Antares not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Antares that upon request I and they will, without further consideration than that now paid, but at the expense of Antares: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such applications; (ii) communicate to Antares any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority

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Assignment from Timothy D. Byland to Antares Pharma, Inc.

Title: Needle-Free Injection Device

contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Antares, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Antares or its nominees, in the United States and in all other countries where Antares may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Antares and to vest and confirm in Antares or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

UNITED STATES OF AMERICA

STATE OF MINNESOTA

COUNTY OF HENNEPIN

Before me, a Notary Public for Menneyou, State of Minnesota, personally appeared Timothy D. Byland and acknowledged the execution of the foregoing instrument this 19 day of \_ anuary, 2007.

ANNE E. OLINGER Notary Public Minnesota Commission Expires January 31, 2011

Notary Public

Printed: ANNE E. OLINGER

My Commission Expires: 31 January 2011

RECORDED: 09/23/2008

REEL: 021568 FRAME: 0933