_

Form PTO-1595 (Rev. 08/08) <u>OMB</u> No. 0651-0027 (exp. 9/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Palent and Trademark Office
RECORDATION FOR	RM COVER SHEET
PATENT	- -
To the Director of the U.S. Patent and Trademark Office: Please	
1. Name of conveying party(ies): William R. Mann (05/29/2008) and William J. Polvino (05/28/2008)	2. Name and address of receiving party(ies) Name:
Additional name(s) of conveying party(ics) attached?	Street Address:
3. Nature of conveyance/Execution Date(s):	
Execution Date(s): In parentheses after Inventor name X Assignment Merger Change of Name	1160 U.S. Highway 22, Suite 104
Security Agreement Joint Research Agreement	City: Bridgewater
Government Interest Assignment	State: New Jersey
Executive Order 9424, Confirmatory License	Country: United States of America Zip: 08807
	Additional name(s) & address(es) Yes X No
A. Patent Application No.(s) 12/082,411 Additional numbers attached?	B. Patent No.(s)
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and 1
Name: Jonathan M. Sparks, Ph.D. EDWARDS ANGELL PALMER & DODGE LLP Internal Address: Atty. Dkt.: 67506(240664) Street Address: P.O. Box 55874	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Authorized to be charged by credit card X Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)
City: Boston	8. Payment Information
State: MA Zip: 02205 Phone Number: (617) 517-5543	a. Credil Card Last 4 Numbers Expiration Date
Fax Number: (888) 325-9838 Email Address: Sperks@eapdlaw.com	b. Deposit Account Number 04-1105 Authorized User Name Jonathan M. Sparks, Ph.D.
9. Signature:	September 22, 2008
Jonathan M. Sparks, Ph.D 53,624 Name of Person Signing	Total number of pages including cover sheet, atlachments, and documents;

BOS2 695251.1

~

÷

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 29 day of 189, 200 by William R. Mann and William J. Polvino (hereinafter referred to as Assignors), residing at 20 Summit Road, Sparta, New Jersey 07871; and 10 Churchill Downs, Tinton Falls, New Jersey 07724, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in METHODS OF TREATING EMESIS USING GROWTH HORMONE SECRETAGOGUES, set forth in a Patent application for Letters Patent of the United States, already filed on April 10, 2008 as U.S. Application No. 12/082,411; and

WHEREAS, Sapphire Therapeutics, a organized under and pursuant to the laws of Delaware having its principal place of business at 1160 U.S. Highway 22, Suite 104, Bridgewater, New Jersey 08807 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

67506(240664) PATENT REEL: 021574 FRAME: 0156

1

67506(240664)

REEL: 021574 FRAME: 0157

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order

2

BOS2 675468.1

to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

William R. Mann

Date: 129/08

United States of An	nerica)
State of	New Jeksel) ss.:
County of	New Jersey Somerset	Ľ)

On this <u>29</u> day of <u>May</u>, <u>2008</u>, before me personally came <u>William R. Mann</u>, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

MELISSA D. CARLSEN Notary Public of New Jersey I.D. # 2367071 Commission Expires 11/19/2012

<u>Ceul U/</u> Notary Public annun ma

William J. Polvine

Date:	5128108
-------	---------

United States of An	nerica)
State of	MEIN. VERSEN) ss.:
County of	New Sersey Somerset)

On this 28 day of May, 2008, before me personally came ________, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

MELISSA D. CARLSEN Notary Public of New Jersey I.D. # 2367071 Commission Expires 11/19/2012

Nelecco Could WINDOW WANT

BOS≌ 673465.1