# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Theresa O'Keefe	09/25/2008
Shixin Qin	09/19/2008

# **RECEIVING PARTY DATA**

Name:	Critical Therapeutics
Street Address:	60 Westview Avenue
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12094447

# **CORRESPONDENCE DATA**

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Email: patents@medimmune.com Correspondent Name: Jonathan Klein-Evans Address Line 1: One MedImmune Way

Address Line 2: Legal Affairs

Address Line 4: Gaithersburg, MARYLAND 20878

ATTORNEY DOCKET NUMBER:	HB602US
NAME OF SUBMITTER:	Audrey Clark

Total Attachments: 2

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PATENT

**REEL: 021624 FRAME: 0091** 

#### ASSIGNMENT

WHEREAS We, the below named inventors [hereinafter referred to as Assignors], have made an invention entitled:

### HIGH AFFINITY ANTIBODIES AGAINST HMGB1 AND METHODS OF USE THEREOF

for which an application for United States Letters Patent is filed herewith or an application for United States Letters Patent was filed as application no. 12/094,447 on May 21, 2008 as a U.S. National Stage Under 35 USC 371 from International application number PCT/US2006/061258, on November 27, 2006;

AND WHEREAS, CRITICAL THERAPEUTICS, whose post office address is 60 Westview Avenue, Lexington, Massachusetts 02421, [hereinafter referred to as Assignee], is desirous of securing the entire right, title and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW, THEREFORE, be it known that, We, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns. Our entire right, title and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, We HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and WE or I have not executed and will not execute any agreement in conflict with this Assignment;

AND We HEREBY further covenant and agree that We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to Us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by assignees, it successors and assigns.

Theresa OKEEFE Full Name of First Inventor	
20 Richgrain Avenue Waltham, Massachusetts 02453 Address Assignor's Signature	
 <u>5,7+25,2008</u> Date 1	No constante

Shixin QIN Full Name of Second Inventor	
14 Taft Avenue Lexington, Massachusetts 02421 Address	
Assignor's Signature	
Date	

PATENT REEL: 021624 FRAME: 0092

#### ASSIGNMENT

WHEREAS We, the below named inventors [hereinafter referred to as Assignors], have made an invention entitled:

#### HIGH AFFINITY ANTIBODIES AGAINST HMGB1 AND METHODS OF USE THEREOF

for which an application for United States Letters Patent is filed herewith or an application for United States Letters Patent was filed as application no. 12/094,447 on May 21, 2008 as a U.S. National Stage Under 35 USC 371 from International application number PCT/US2006/061258, on November 27, 2006;

AND WHEREAS, CRITICAL THERAPEUTICS, whose post office address is 60 Westview Avenue, Lexington, Massachusetts 02421, [hereinafter referred to as Assignee], is desirous of securing the entire right, title and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW, THEREFORE, be it known that, We, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, Our entire right, title and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, We HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and WE or I have not executed and will not execute any agreement in conflict with this Assignment;

AND We HEREBY further covenant and agree that We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to Us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by assignees, it successors and assigns.

Theresa O'KEEFE
Full Name of First Inventor

20 Richgrain Avenue

**RECORDED: 10/02/2008** 

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PATENT REEL: 021624 FRAME: 0093