

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|---|------------------------------|---------------|------------------------------|-----------------|-----------------------|-------------------|------------|---------------------|--------------|----------------|------------|--------------|-------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Shingai Majuru</td><td>07/02/2007</td></tr><tr><td>Moses Oyewumi</td><td>06/29/2007</td></tr><tr><td>Mehmet Tahir Gurler</td><td>07/09/2007</td></tr></tbody></table> | | Name | Execution Date | Shingai Majuru | 07/02/2007 | Moses Oyewumi | 06/29/2007 | Mehmet Tahir Gurler | 07/09/2007 | | | | |
| Name | Execution Date | | | | | | | | | | | | |
| Shingai Majuru | 07/02/2007 | | | | | | | | | | | | |
| Moses Oyewumi | 06/29/2007 | | | | | | | | | | | | |
| Mehmet Tahir Gurler | 07/09/2007 | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"><tr><td>Name:</td><td>Emisphere Technologies, Inc.</td></tr><tr><td>Street Address:</td><td>240 Cedar Knolls Road</td></tr><tr><td>Internal Address:</td><td>Suite 200</td></tr><tr><td>City:</td><td>Cedar Knolls</td></tr><tr><td>State/Country:</td><td>NEW JERSEY</td></tr><tr><td>Postal Code:</td><td>07927</td></tr></table> | | Name: | Emisphere Technologies, Inc. | Street Address: | 240 Cedar Knolls Road | Internal Address: | Suite 200 | City: | Cedar Knolls | State/Country: | NEW JERSEY | Postal Code: | 07927 |
| Name: | Emisphere Technologies, Inc. | | | | | | | | | | | | |
| Street Address: | 240 Cedar Knolls Road | | | | | | | | | | | | |
| Internal Address: | Suite 200 | | | | | | | | | | | | |
| City: | Cedar Knolls | | | | | | | | | | | | |
| State/Country: | NEW JERSEY | | | | | | | | | | | | |
| Postal Code: | 07927 | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>PCT Number:</td><td>US0772373</td></tr></tbody></table> | | Property Type | Number | PCT Number: | US0772373 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| PCT Number: | US0772373 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| Fax Number: (212)527-7701 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | |
| Phone: 2125277700 | | | | | | | | | | | | | |
| Email: sbahmaie@darbylaw.com | | | | | | | | | | | | | |
| Correspondent Name: Andrew O. Larsen | | | | | | | | | | | | | |
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| Address Line 4: New York, NEW YORK 10008-0770 | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 01946/2205041-WO0 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Sarah Bahmaie | | | | | | | | | | | | |
| Total Attachments: 4 | | | | | | | | | | | | | |

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ASSIGNMENT

I, Shingai Majuru, a citizen of Zimbabwe, residing at
c/o Emisphere Technologies, Inc.; 765 Old Saw Mill River Road; Tarrytown, New York
10591; United States of America; and

I, Moses O. Oyewumi, a citizen of Nigeria, residing at
c/o Emisphere Technologies, Inc.; 765 Old Saw Mill River Road; Tarrytown, New York
10591; United States of America; and

I, Mehmet Tahir Gurler, a citizen of the United States of America, residing at
c/o Emisphere Technologies, Inc.; 765 Old Saw Mill River Road; Tarrytown, New York
10591; United States of America;

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in
consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and
valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged,
paid to ASSIGNOR by

EMISPHERE TECHNOLOGIES, INC.

a Corporation organized under the laws of the State of Delaware, United States of America,
located at 765 Old Saw Mill River Road, Tarrytown, New York 10591 (hereinafter
"ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the
below indicated right, title, and interest, **throughout the world** in and to my Invention entitled:

GALLIUM NITRATE FORMULATIONS

invented by me and described in United States Provisional Patent Application No. 60/817,561,
filed on June 28, 2006, United States Provisional Patent Application No. 60/881,044, filed on
January 17, 2007, and International Patent Application No. PCT/US07/72373, filed June 28,
2007, and all patents, divisions, reissues, continuations and any extensions thereof and rights of
priority therein, said interest being my entire ownership interest in the same, to be held and
enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full

end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;


And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

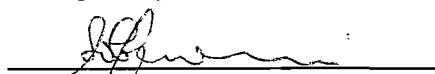
This assignment shall have an effective date of June 28, 2007, corresponding to the International filing date.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: 07/02/07


Dated: 6/29/07


Shingai Mayuru, Inventor


Moses O. Oyewumi, Inventor

Attorney Docket No.: 01946/2205041-WO0

Dated: 7/09/07


Mehmet Tahir Gurler, Inventor

ACCEPTANCE BY ASSIGNEE

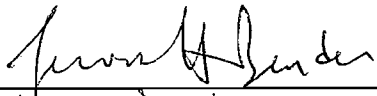
In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of EMISPHERE TECHNOLOGIES, INC.. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that (check all that apply):

☒ I am an officer of the above-identified ASSIGNEE,

☐ I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors,

and that all the foregoing is true and correct.

Dated: 7/16/07

By: 
Name: Lewis Bender
Title: Chief Technology Officer