

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Elaine Phillips</td> <td>12/04/2008</td> </tr> <tr> <td>Malcolm Hill</td> <td>12/04/2008</td> </tr> <tr> <td>Cynthia LiCalsi</td> <td>12/04/2008</td> </tr> <tr> <td>Hemant Deshmukh</td> <td>12/09/2008</td> </tr> <tr> <td>Keith Johnson</td> <td>12/05/2008</td> </tr> </tbody> </table>		Name	Execution Date	Elaine Phillips	12/04/2008	Malcolm Hill	12/04/2008	Cynthia LiCalsi	12/04/2008	Hemant Deshmukh	12/09/2008	Keith Johnson	12/05/2008
Name	Execution Date												
Elaine Phillips	12/04/2008												
Malcolm Hill	12/04/2008												
Cynthia LiCalsi	12/04/2008												
Hemant Deshmukh	12/09/2008												
Keith Johnson	12/05/2008												
<b>RECEIVING PARTY DATA</b>													
<b>Name:</b>	Meritage Pharma, Inc.												
<b>Street Address:</b>	12481 High Bluff Drive												
<b>Internal Address:</b>	Suite 160												
<b>City:</b>	San Diego												
<b>State/Country:</b>	CALIFORNIA												
<b>Postal Code:</b>	92130												
<b>PROPERTY NUMBERS Total: 1</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td><b>Application Number:</b></td> <td>12269816</td> </tr> </tbody> </table>		Property Type	Number	<b>Application Number:</b>	12269816								
Property Type	Number												
<b>Application Number:</b>	12269816												
<b>CORRESPONDENCE DATA</b>													
<b>Fax Number:</b>	(858)350-2399												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
<b>Phone:</b>	858-350-2300												
<b>Email:</b>	pmunson@wsgr.com												
<b>Correspondent Name:</b>	Peter Munson												
<b>Address Line 1:</b>	12235 El Camino Real												
<b>Address Line 2:</b>	Suite 200												
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130												
<b>ATTORNEY DOCKET NUMBER:</b>	36780-742.201												

**CH \$40.00 12269816**

NAME OF SUBMITTER:

Peter R. Munson

Total Attachments: 3

source=742-201Assignment#page1.tif

source=742-201Assignment#page2.tif

source=742-201Assignment#page3.tif

ASSIGNMENT OF APPLICATION

Docket Number 36780-742.201

WHEREAS, the undersigned:

- |   |  |   |   |   |
|---|--|---|---|---|
| 1. Phillips, Elaine<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 2. Hill, Malcolm<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 3. Deshmukh, Hemant<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 4. Johnson, Keith<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 5. Licalsi, Cynthia<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA |
|---|--|---|---|---|

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

CORTICOSTEROID COMPOSITIONS

- for which a United States patent application is executed on even date herewith;
- for which Application No. 12/269,816 was filed on November 12, 2008 in the United States Patent Office;
- for which Application No.      was filed on      in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No.      was filed on      in the      Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on     , as U.S. Patent No.     .

(hereinafter "Application(s)").

WHEREAS, Meritage Pharma, Inc., a corporation of the State of Delaware, having a place of business at 12481 High Bluff Drive, Suite 160, San Diego, CA 92130, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: <u>12/4/08</u>	<u>Elaine Phillips</u> Elaine Phillips	Date: <u>12/4/08</u>	<u>Malcolm Hill</u> Malcolm Hill
Date: _____	_____	Date: _____	_____
	Hemant Deshmukh		Keith Johnson
		Date: <u>4 Dec 2008</u>	<u>Cynthia Licalsi</u> Cynthia Licalsi

**ASSIGNMENT OF APPLICATION**

Docket Number 36780-742.201

WHEREAS, the undersigned:

- |   |  |   |   |   |
|---|--|---|---|---|
| 1. Phillips, Elaine<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 2. Hill, Malcolm<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 3. Deshmukh, Hemant<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 4. Johnson, Keith<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 5. Licalsi, Cynthia<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA |
|---|--|---|---|---|

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

**CORTICOSTEROID COMPOSITIONS**

- for which a United States patent application is executed on even date herewith;
- for which Application No. 12/269,816 was filed on November 12, 2008 in the United States Patent Office;
- for which Application No. \_\_\_ was filed on \_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No. \_\_\_ was filed on \_\_\_ in the \_\_\_ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on \_\_\_, as U.S. Patent No.

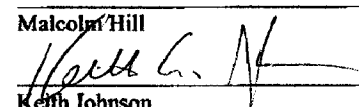
(hereinafter "Application(s)").

WHEREAS, Meritage Pharma, Inc., a corporation of the State of Delaware, having a place of business at 12481 High Bluff Drive, Suite 160, San Diego, CA 92130, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____ Elaine Phillips	Date: _____ Malcolm Hill
Date: _____ Hemant Deshmukh	Date: <u>12/5/08</u>  Keith Johnson
	Date: _____ Cynthia Licalsi

ASSIGNMENT OF APPLICATION

Docket Number 36780-742.201

WHEREAS, the undersigned:

- |   |  |   |   |   |
|---|--|---|---|---|
| 1. Phillips, Elaine<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 2. Hill, Malcolm<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 3. Deshmukh, Hemant<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 4. Johnson, Keith<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA | 5. Licalsi, Cynthia<br>12481 High Bluff Drive<br>Suite 160<br>San Diego, CA |
|---|--|---|---|---|

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

CORTICOSTEROID COMPOSITIONS

- for which a United States patent application is executed on even date herewith;
- for which Application No. 12/269,816 was filed on November 12, 2008 in the United States Patent Office;
- for which Application No.      was filed on      in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No.      was filed on      in the      Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on     , as U.S. Patent No.     .

(hereinafter "Application(s)").

WHEREAS, Meritage Pharma, Inc., a corporation of the State of Delaware, having a place of business at 12481 High Bluff Drive, Suite 160, San Diego, CA 92130, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____ Elaine Phillips	Date: _____ Malcolm Hill
Date: <u>09 Dec 08</u> Hemant Deshmukh	Date: _____ Keith Johnson
	Date: _____ Cynthia Licalsi