

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEMIA, INC.	01/05/2009
RECEIVING PARTY DATA	
Name:	iTherX PHARMACEUTICALS, INC.
Street Address:	10790 ROSELLE STREET
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7396936
Application Number:	10571031
Application Number:	10939324
Application Number:	60976162
Application Number:	11871775
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508435622
Email:	bjutras@cooley.com
Correspondent Name:	COOLEY GODWARD KRONISH LLP
Address Line 1:	777 - 6TH STREET NW, SUITE 1100
Address Line 2:	ATTN: PATENT GROUP / GALLIANI
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	ITHE-CORR 308797-2000
NAME OF SUBMITTER:	William S. Galliani

PATENT

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CH \$200.00 7396936

Total Attachments: 7

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PATENT ASSIGNMENT CONTRACT

This Patent Assignment (this "**Assignment**") effective as of December 31, 2008, is entered into by and between Kémia, Inc., a Delaware corporation having an address at P.O. Box 235328, Encinitas, CA 92023 (hereinafter called the "**Assignor**"), and iTherX Pharmaceuticals, Inc. a California corporation located at 10790 Roselle Street, San Diego, CA 92121 (hereinafter called the "**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 31, 2008, (the "**APA**"), concerning Assignee's purchase of certain assets, including the "Intellectual Property" (as defined in the APA), and assumption of certain liabilities associated therewith; and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign granted patents and pending patent applications identified and set forth on Schedule A or that otherwise constitute "Intellectual Property" under the APA, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, as well as any assignable know-how and trade secrets (all of the foregoing, collectively, the "**Patents**"); and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignors' right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the APA), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, in consideration of the sum of US \$1.00, Assignor's entire right, title, and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, and all inventions otherwise disclosed therein, along with the right to claim priority to any of the Patents, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, including the right to sue and collect damages for all prior, current, and future infringement of said patent; the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which said Patents have been granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

{Signature pages follow.}

THUS DONE and SIGNED at San Diego, California, United States of America, this 5th
day of January, 2009.

Kémia, Inc.

By: [Signature]

Name: Michael D. Lack

Title: Chief Executive Officer

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

)
) ss.
)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on January 5, 2009 personally appeared Michael D. Lack, the CEO of Kémia known to me (or proved to me on the oath of _____) or through CA DL (description of identity card or other document) to be the person whose name is subscribed to the foregoing Deed of Assignment dated and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Subscribed and sworn to before me on
5 January, 2009.

[Signature: Brigitte Caric]
NOTARY PUBLIC



THUS DONE and SIGNED at San Diego, California, United States of America, this 5th
day of January, 2009.

iTherX Pharmaceuticals, Inc.

By: Jeffrey F. McKelvy
Name: Jeffrey F. McKelvy
Title: Pres/CEO

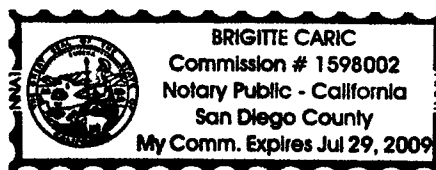
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss.
)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on January 5, 2009 personally appeared Jeffrey F. McKelvy, the Pres/CEO of ~~iTherX~~ known to me (or proved to me on the oath of _____) or through CA DL (description of identity card or other document) to be the person whose name is subscribed to the foregoing Deed of Assignment dated and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Subscribed and sworn to before me on
5 January, 2009.

Brigitte Caric
NOTARY PUBLIC



SCHEDULE A
GRANTED PATENTS

Patent Number	Issue Date
US 7,396,936	7-8-2008

UNITED STATES PATENT APPLICATIONS

Application Number (Publication No.)	Filing Date (Pub. Date)
US 10/571,031 PCT/US2004/29385 (2007-0088163)	12-26-2006 9-10-2004 (4-19-2007)
US 10/939,324 (2005-0107399)	9-10-2004 (5-19-2005)
US 60/976,162	9-28-2007
US 11/871,775	10-12-2007
PCT/US2007/070547	6-6-2007
PCT/US2007/018049	8-16-2007
PCT/US2008/050723	1-10-2008

SCHEDULE A**FOREIGN PATENT APPLICATIONS**

Country	Application Number	Filing Date
Albania	04809707.5	9/10/2004
Argentina	P07 01 02483	6/8/2007
Argentina	P070103676	8/17/2007
Australia	2004270733	9/10/2004
Bolivia	SP-2701090	6/8/2007
Bolivia	SP-270273	8/16/2007
Brazil	PI0414313-2	9/10/2004
Canada	2538820	9/10/2004
Chile	2007-1670	6/8/2007
Chile	2007-2375	8/16/2007
China	200480033055.7	9/10/2004
Croatia	04809707.5	9/10/2004
EPO	04809707.5	9/10/2004
Hong Kong	06112755.4	9/10/2004
India	791/KOLNP/2006	9/10/2004
Israel	174010	9/10/2004
Japan	2006-526272	9/10/2004
Korea (South)	10-2006-7005055	9/10/2004
Latvia	BASE EP 04809707.5	9/10/2004
Lithuania	04809707.5	9/10/2004
Macedonia	BASE EP 04809707.5	9/10/2004

Mexico	2006-002853	9/10/2004
New Zealand	546372	9/10/2004
Pakistan	661/2007	6/9/2007
Pakistan	949/2007	8/8/2007
Paraguay	17950/2007	6/8/2007
Paraguay	26984/2007	8/17/2007
Peru	714-2007	6/8/2007
Peru	001096-2007	8/15/2007
Russian Federation	2006106849	9/10/2004
Singapore	200601265-2	9/10/2004
Singapore	200806677-1	9/10/2004
South Africa	2006/02080	9/10/2004
South Africa	2007/07086	9/10/2004
South Africa	2007/07095	9/10/2004
Taiwan	096120764	6/8/2007
Taiwan	096130616	8/17/2007
Uruguay	30-463	7/4/2007
Uruguay	30549	8/17/2007
Venezuela	1224-07	6/8/2007
Venezuela	1444-07	6/22/2007
Venezuela	1780-07	8/17/2007