

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OctoPlus Sciences B.V.	10/03/2008
RECEIVING PARTY DATA	
Name:	OctoPlus PolyActive Sciences B.V.
Street Address:	Zernikedreef 12
City:	Leiden
State/Country:	NETHERLANDS
Postal Code:	2333 CL
Name:	Biolex Therapeutics, Inc.
Street Address:	158 Credle Street
City:	Pittsboro
State/Country:	NORTH CAROLINA
Postal Code:	27312
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	08699896
CORRESPONDENCE DATA	
Fax Number:	(919)481-1110
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919.481.1111
Email:	jsnead@brinkshofer.com
Correspondent Name:	Brinks Hofer Gilson & Lione
Address Line 1:	2801 Slater Road
Address Line 2:	Suite 120
Address Line 4:	Morrisville, NORTH CAROLINA 27560-8477
ATTORNEY DOCKET NUMBER:	13790-67

CH \$40.00 08699896

PATENT

500779604

REEL: 022247 FRAME: 0280

NAME OF SUBMITTER:

Allyn B. Rhodes, Reg. No. 56745

**Total Attachments: 7**

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### ASSIGNMENT

WHEREAS, OctoPlus Sciences B.V., a company organized and existing under the laws of The Netherlands, having a place of business at Zernikedreef 12, 2333 CL Leiden, The Netherlands, hereinafter called the "Assignor", is the present owner of all or an undivided one-half interest in the intellectual property rights set forth in Schedule A, attached hereto;

WHEREAS, Biolex Therapeutics, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 158 Credle Street, Pittsboro, North Carolina 27312, and OctoPlus PolyActive Sciences B.V., a company organized and existing under the laws of The Netherlands, having a place of business at Zernikedreef 12, 2333 CL Leiden, The Netherlands, hereinafter called the "Assignees", each desires to acquire an undivided one-half share in the right, title and interest in and to the intellectual property rights identified in Schedule A, as set forth below, or has already acquired an undivided one-half share in the right, title and interest in and to the intellectual property rights identified in Schedule A; and

WHEREAS, the Assignor and the Assignees entered into the Product Rights Acquisition Agreement, pursuant to which the Assignor agreed to assign to Biolex Therapeutics, Inc. an undivided one-half interest in the Assignor's entire right, title, and interest in and to said intellectual property rights, and Assignor entered into the Share Premium Contribution, Services And Right Of Usufruct Agreement with OctoPlus PolyActive Sciences B.V., pursuant to which the Assignor has transferred and contributed to OctoPlus PolyActive Sciences B.V. an undivided one-half interest in Assignor's entire right, title, and interest in and to said intellectual property rights, thus assigning Assignor's entire right, title, and interest in and to said intellectual property rights to Assignees;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, which consideration the Assignees shall attribute to the relevant OctoPlus group company as applicable, the receipt and sufficiency of which by the Assignor from the Assignees is hereby acknowledged, the Assignor has sold, assigned, set over, and transferred, and, insofar as necessary, by these presents does sell, assign, set over and

transfer unto each of the Assignees, their successors, assigns and legal representatives, an undivided one-half share in the right, title and interest and the right to file applications for all countries in and to all inventions and improvements disclosed in the intellectual property rights, and in and to the said intellectual property rights, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of international conventions (including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention), and all Letters Patent of foreign countries which may be granted therefrom, together with (and subject to the Product Rights Acquisition Agreement) all claims for damages by reason of past, present or future infringement of said patents, with the right to sue for and collect the same for Assignees' own use and enjoyment (also subject to the Product Rights Acquisition Agreement), and for the use and enjoyment of their successors, assigns and legal representatives; and the Assignor does hereby authorize and request the responsible officials of each responsible patent office to issue or grant any and all patents upon the aforesaid inventions and intellectual property rights to the Assignees as the assignees of the entire right, title and interest in and to the same, for the use of the Assignees, their successors, assigns and legal representatives;

AND, for the consideration aforesaid, the Assignor does hereby agree that the Assignor and its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to the Assignees, their successors and representatives all facts known to it relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in the Assignees, their successors, assigns and legal representatives, the entire right, title and interest in and to the said intellectual property rights hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, the Assignor covenants and agrees with the Assignees, their successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor and that full right to convey the same as herein expressed is possessed by the Assignor.

A handwritten signature, possibly reading "J. B.", is written in black ink.

PATENT

The Director of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignees in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Parties have executed this instrument as of the date indicated below.

**OctoPlus Sciences B.V.**  
represented by : OctoPlus N.V.,  
in turn represented by:  
J.C.H.L. Pauli and J.J.M. Holthuis  
(both directors)

Signature: 

Name: J.J.M. Holthuis

Title: CEO

Date: October 3, 2008

Signature: 

Name: J.C.H.L. Pauli

Title: CFO

Date: October 3, 2008

**OctoPlus PolyActive Sciences B.V.**  
represented by : OctoPlus N.V.,  
in turn represented by:  
J.C.H.L. Pauli and J.J.M. Holthuis  
(both directors)

Signature: 

Name: J.J.M. Holthuis

Title: CEO

Date: October 3, 2008

Signature: 

Name: J.C.H.L. Pauli

Title: CFO

Date: October 3, 2008

**Biolex Therapeutics, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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(both directors)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OctoPlus PolyActive Sciences B.V.**  
represented by : **OctoPlus N.V.**,  
in turn represented by:  
**J.C.H.L. Pauli and J.J.M. Holthuis**  
(both directors)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Biolex Therapeutics, Inc.**

Signature:  \_\_\_\_\_

Name: JAN TUREK

Title: CEO

Date: October 3, 2008

# SCHEDULE A

Polyetheresters copolymers as drug delivery matrices	US08/699,896	16.08.1996			US 5,980,948	09.11.1999	US
	EP97202533.2	18.08.1997	EP 0 830 859 A2		EP 0 830 859 B1	10.12.2003	
					AT 255884	10.12.2003	Austria
					BE 0830859	10.12.2003	Belgium
					CH 0830859	10.12.2003	Switzerland
					DE 69726672.9	10.12.2003	Germany
					DK 0830859	10.12.2003	Denmark
					ES 2212037	10.12.2003	Spain
					FI 0830859	10.12.2003	Finland
					FR 0830859	10.12.2003	France
					GB 0830859	10.12.2003	Great Britain
					GR 0830859	10.12.2003	Greece
					IE 0830859	10.12.2003	Ireland
					IT 0830859	10.12.2003	Italy
					LU 0830859	10.12.2003	Luxembourg
					NL 0830859	10.12.2003	Netherlands
					PT 0830859	10.12.2003	Portugal
					SE 0830859	10.12.2003	Sweden
	EP02077025.1	18.08.1997	EP 1 247 522 A1		EP 1 247 522 B1	19.05.2004	
					AT 267006		Austria
					BE 1 247 522		Belgium
					CH 1 247 522		Switzerland



					DE 69729228		Germany
					DK 1 247 522		Denmark
					ES 2 221 916		Spain
					FI 1 247 522		Finland
					FR 1 247 522		France
					GB 1 247 522		Great Britain
					GR 1 247 522		Greece
					IE 1 247 522		Ireland
					IT 1 247 522		Italy
					LU 1 247 522		Luxembourg
					NL 1 247 522		Netherlands
					PT 1 247 522		Portugal
					SE 1 247 522		Sweden
CA19972213368	18.08.1997	CA 2,213,368 A1			CA 2,213,368	01.04.2008	CA
PCT/US97/13932	07.08.1997	WO9806439					