

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hartley Atkinson	01/29/2009
RECEIVING PARTY DATA	
Name:	AFT Pharmaceuticals Limited
Street Address:	16 Brett Avenue
City:	Takapuna, Auckland
State/Country:	NEW ZEALAND
Postal Code:	1309
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11922271
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	69987(51697)
NAME OF SUBMITTER:	Jeffrey D. Hsi
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PATENT  
REEL: 022265 FRAME: 0600

# ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 27<sup>th</sup> day of January, 2008,  
by Hartley Atkinson (hereinafter referred to as Assignor), residing at 16 Brett Avenue,  
Takapuna, Auckland 1309, NEW ZEALAND;

WHEREAS, Assignor has invented certain new and useful improvements in  
Novel Pharmaceutical Composition and its Use in a Method for Treatment of Patients  
with Upper Respiratory Mucosal Congestion, set forth in a Patent application for  
Letters Patent of the United States, already filed on December 14, 2007 as U.S.  
Application No. 11/922,271; and

WHEREAS, AFT Pharmaceuticals Limited, organized under and pursuant  
to the laws of New Zealand having its principal place of business at 16 Brett Avenue,  
Takapuna, Auckland 1309, NEW ZEALAND (hereinafter referred to as Assignee), is  
desirous of acquiring the entire right, title and interest in and to said inventions and  
said Application for Letters Patent of the United States, and in and to any Letters  
Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of good and sufficient consideration,  
the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred  
and set over, and by these presents does sell, assign, transfer and set over, unto  
Assignee, its successors, legal representatives and assigns, the entire right, title and  
interest in and to the above-mentioned inventions and application for Letters Patent,  
and in and to any and all direct and indirect divisions, continuations and continuations-  
in-part of said application, and any and all Letters Patent in the United States and all  
foreign countries which may be granted therefore and thereon, and reissues,  
reexaminations and extensions of said Letters Patent, and all rights under the  
International Convention for the Protection of Industrial Property, the same to be held  
and enjoyed by Assignee, for its own use and benefit and the use and benefit of its  
successors, legal representatives and assigns, to the full end of the term or terms for  
which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise; that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order

to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made, the effect of this assignment including as of the filing date of the above-identified application(s) and any applications from which the above-identified application(s) claim benefit of.

29<sup>th</sup> Jan 2009.  
Date

H.A. Atkinson  
Hartley Atkinson

Witness:

29/01/09  
Date

G.A.  
Gailine Brown