PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Martin FEELISCH	04/07/2005

RECEIVING PARTY DATA

Name:	The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College
Street Address:	1501 Kings Highway
City:	Shreveport
State/Country:	LOUISIANA
Postal Code:	71130

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11096924

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 813-5744 Email: lguillermo@mofo.com Correspondent Name: Shannon Reaney Address Line 1: Morrison & Foerster LLP Address Line 2: 755 Page Mill Road

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ATTORNEY DOCKET NUMBER: 404812000401

NAME OF SUBMITTER: **Shannon Reaney**

Total Attachments: 2

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> **PATENT** REEL: 022504 FRAME: 0423

ASSIGNMENT

I, Martin Feelisch, of 48 Ardmore Road, Needham, Massachusetts 02494, a citizen of Germany, have invented NITROXYL PROGENITORS IN THE TREATMENT OF HEART FAILURE for which an application to the Commissioner for Patents for grant of Letters Patent of the United States of America

was filed on August 21, 2002, Application No. 10/226,412

I was employed by The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter LSU) at the time the invention was made. The conditions under which said invention was made are such as to entitle LSU to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of my obligations to LSU, and other valuable consideration, I the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to LSU, and successors and assigns, the full and exclusive right, title, and interest in the patent application and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent application as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

I authorize and request the issuance of said Letters Patent to LSU, as assignee of the entire right, title, and interest to be held as fully and entirely as the same would have been held by me had this assignment not been made.

I warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

I also agree upon reasonable request to communicate to LSU, its representatives, assigns or agents, any facts known to me respecting the invention, and to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonably possible to aid LSU and its assigns to obtain and enforce proper patent protection for the invention in the United States or any foreign country. These provisions are binding upon my heirs, legal representatives, administrators and assigns.

I have authorized LSU to file and prosecute this patent application, as well as any corresponding international or national applications that claim priority from it. LSU has the right to select attorneys or agents of its choice to prosecute at its discretion these applications on its behalf.

I grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

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WDN/KMH:olb 4239-63621-01 4118 03/24/05

IN TESTIMONY WHEREOF, Assignor has signed his name on the date indicated.

Dated: 04-07-2005

STATE OF MA

COUNTY OF NOTFOLK) ss.

This day of April, 2005, before me personally came the above-named Martin Feelisch, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

Notary Public for MUSSAChUSET(S My commission expires: AUGUST W, 2011

[SEAL]

JOHN E. MORAN

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