

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Cumbre Pharmaceuticals Inc.	04/20/2009

RECEIVING PARTY DATA

Name:	Cumbre IP Ventures, L.P.
Street Address:	3401 Armstrong Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75205

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7247634
Patent Number:	7238694
Patent Number:	7256187
Patent Number:	5635349
Patent Number:	7265107
Patent Number:	7250413
Patent Number:	7202246
Patent Number:	7229996
Patent Number:	7226931
Application Number:	11827467
Application Number:	12269652

CORRESPONDENCE DATA

Fax Number: (214)661-6870

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

Phone: 214-953-5959

PATENT

500858859

REEL: 022678 FRAME: 0001

CH \$440.00 7247634

Email: dpepper@jw.com
Correspondent Name: T. Ling Chwang
Address Line 1: 901 Main Street
Address Line 2: Suite 6000
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	122787.86
-------------------------	-----------

NAME OF SUBMITTER:	T. Ling Chwang
--------------------	----------------

Total Attachments: 7
source=Assignment, Cumbre#page1.tif
source=Assignment, Cumbre#page2.tif
source=Assignment, Cumbre#page3.tif
source=Assignment, Cumbre#page4.tif
source=Assignment, Cumbre#page5.tif
source=Assignment, Cumbre#page6.tif
source=Assignment, Cumbre#page7.tif

ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS** is made as of the 21 day of April, 2009, by Cumbre Pharmaceuticals Inc., a Delaware corporation (the "**Assignor**") to Cumbre IP Ventures, L.P., a Texas limited partnership (the "**Assignee**").

RECITAL

Assignee and Assignor are parties to a Settlement Agreement of even date herewith (the "**Agreement**"), pursuant to which Assignor has agreed to transfer to Assignee certain Intellectual Property (as defined in the Agreement), including without limitation any pending patent applications and issued patents owned by Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of Assignor's domestic and foreign issued patents and pending patent applications, including without limitation, the issued patents and pending patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Patents**").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and an renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

The Assignor will execute and deliver such documents and other papers and take such further action as may be reasonably required to carry out and to make effective the assignment of the Patents as contemplated herein.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

ASSIGNOR

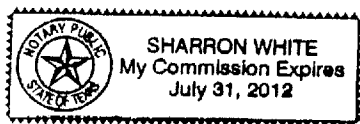
CUMBRE PHARMACEUTICALS INC.

By: [Signature]
Name: MICHAEL J. BAKES
Title: ACTING PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME Sharron White the undersigned Notary Public, on this day personally appeared Michael J. Bakes, known to me, or proved to me on the oath of [Signature], or through [Signature] (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 20th day of April, 2009.



Sharron White
Notary Public for the State of Texas

SCHEDULE A

PATENTS

U.S. PATENTS

TITLE	SERIAL NO.	PATENT NO.	FILING DATE	ISSUE DATE
RIFAMYCIN DERIVATIVES EFFECTIVE AGAINST DRUG- RESISTANT MICROBES	11/034,195	7,247,634	01/12/05	07/24/07
RIFAMYCIN IMINO DERIVATIVES EFFECTIVE AGAINST DRUG-RESISTANT MICROBES	11/034,279	7,238,694	01/12/05	07/03/07
RIFAMYCIN C-11 OXIME DERIVATIVES EFFECTIVE AGAINST DRUG-RESISTANT MICROBES	11/076,172	7,256,187	03/09/05	08/14/07
HIGH-THROUGHPUT SCREENING ASSAY FOR INHIBITORS OF NUCLEIC ACID POLYMERASES	08/348,797	5,635,349	12/02/94	06/03/97
RIFAMYCIN C-11 OXIME CYCLO DERIVATIVES EFFECTIVE AGAINST DRUG- RESISTANT MICROBES	11/076,173	7,265,107	03/09/05	09/04/07
C-25 CARBAMATE RIFAMYCIN DERIVATIVES WITH ACTIVITY AGAINST DRUG-RESISTANT MICROBES	11/114,384	7,250,413	04/26/05	07/31/07
SPIRO-RIFAMYCIN DERIVATIVES TARGETING RNA POLYMERASE	11/147,520	7,202,246	06/08/05	04/10/07
RIFAMYCIN DERIVATIVES	11/186,187	7,229,996	07/21/05	06/12/07
(R/S) RIFAMYCIN	11/186,425	7,226,931	07/21/05	06/05/07

DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS (CUMB-0017B)				
--	--	--	--	--

U.S. PATENT APPLICATIONS

TITLE	SERIAL NO.	PATENT NO.	COUNTRY	FILING DATE	ISSUE DATE
NITROHETEROARYL-CONTAINING RIFAMYCIN DERIVATIVES (CUMB-0018)	11/827,467		U.S.A.	07/12/07	
QUINOLONE CARBOXYLIC ACID-SUBSTITUTED RIFAMYCIN DERIVATIVES (CUMB-0019)	12/269,652		U.S.A.	11/12/08	

FOREIGN PATENT APPLICATIONS

TITLE	SERIAL NO.	PATENT NO.	COUNTRY	FILING DATE	ISSUE DATE
RIFAMYCIN DERIVATIVES EFFECTIVE AGAINST DRUG-RESISTANT MICROBES	05705550.1		EUROPE	01/12/05	
RIFAMYCIN DERIVATIVES	2,574,307		CANADA	07/21/05	
RIFAMYCIN DERIVATIVES	200580031655.4		CHINA	07/21/05	
RIFAMYCIN DERIVATIVES	05773711.6		EUROPE	07/21/05	

RIFAMYCIN DERIVATIVES	2007-522,780		JAPAN	07/21/05	
(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	2005267054		AUSTRALIA	07/21/05	
(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	2,574,301		CANADA	07/21/05	
(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	200580030859.6		CHINA	07/21/05	
(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	05791212.3		EUROPE	07/21/05	
(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	2007-522,765		JAPAN	07/21/05	
(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	565002		NEW ZEALAND	07/21/05	

(R/S) RIFAMYCIN DERIVATIVES, THEIR PREPARATIONS AND PHARMACEUTICAL COMPOSITIONS	07110800.2	HONG KONG	10/04/07	
QUINOLONE CARBOXYLIC ACID-SUBSTITUTED RIFAMYCIN DERIVATIVES	PCT/US08/83246	PCT	11/12/08	