

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Frank Ruebsam	07/09/2009
Peter Dragovich	07/10/2009
Stephen E. Webber	07/10/2009
Douglas E. Murphy	07/10/2009
Chinh V. Tran	07/09/2009

RECEIVING PARTY DATA

Name:	Anadys Pharmaceuticals, Inc.
Street Address:	5871 Oberlin Drive #200
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12481391

CORRESPONDENCE DATA

Fax Number: (202)293-6229

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

Phone: 2023317111

Email: MPino@cblh.com

Correspondent Name: Connolly Bove Lodge & Hutz LLP

Address Line 1: Suite 1100

Address Line 2: 1875 Eye Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:

Mark J. Pino - 43,858

Total Attachments: 8

500944311

PATENT
REEL: 023138 FRAME: 0664

OP \$40.00 12481391

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 9TH day of JULY, 2009, by Frank Ruchsam; Peter Dragovich; Stephen E. Webber; Douglas E. Murphy; and Chinh V. Tran (hereinafter referred to as Assignors), residing at 4517 Copeland Ave., San Diego, California 92116; 229 22nd Avenue, San Mateo, California 94403; 3531 Millikin Avenue, San Diego, California 92122; 14822 Heather Glen Way, San Diego, California 92128; and 10790 Dabney Dr. # 2, San Diego, California 92126, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in [1,2,4]Thiadiazine 1,1-Dioxide Compounds, set forth in a Patent application for Letters Patent of the United States, already filed on June 9, 2009 as U.S. Application No. 12/481,391; and

WHEREAS, Anadys Pharmaceuticals, Inc., a Corporation organized under and pursuant to the laws of United States of America having its principal place of business at 3115 Merryfield Row, San Diego, California 92121 (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 therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do 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 therefor 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 Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Assignors hereby request 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 Assignors hereby grant 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:

CONNOLLY BOVE LODGE & HUTZ LLP

All practitioners at Customer Number 30678

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

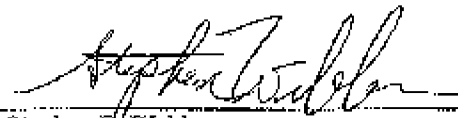
Date: 7-9-09

Signature: 
Frank Ruebsam

Date: _____

Signature: _____
Peter Dragovich

Date: 07-09-2009

Signature: 
Stephen E. Webber

Date: 7-10-2009

Signature: 
Douglas E. Murphy

Date: July 9, 2009

Signature: 
Chinh V. Tran

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 10 day of July, 2009, by Frank Ruebner; Peter Dragovich; Stephen E. Webber; Douglas B. Murphy; and Chinh V. Tran (hereinafter referred to as Assignors), residing at 4517 Copland Ave., San Diego, California 92116; 229 22nd Avenue, San Mateo, California 94403; 3531 Millikin Avenue, San Diego, California 92122; 14822 Heather Glen Way, San Diego, California 92128; and 10790 Dabney Dr, # 2, San Diego, California 92126, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in [1,2,4]Thiadiazine 1,1-Dioxide Compounds, set forth in a Patent application for Letters Patent of the United States, already filed on June 9, 2009 as U.S. Application No. 12/481,391; and

WHEREAS, Anadys Pharmaceuticals, Inc., a Corporation organized under and pursuant to the laws of United States of America having its principal place of business at 3115 Merryfield Row, San Diego, California 92121 (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 One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do 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 therefor 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 Assignors, had this sale and assignment not been made

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Assignors hereby request 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 Assignors hereby grant 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:

CONNOLLY BOVE LODGE & HUTZ LLP

All practitioners at Customer Number 30678

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: _____ Signature: _____
Frank Ruelisam

Date: 7/10/2008 Signature: Peter Dragovich
Peter Dragovich

Date: _____ Signature: _____
Stephen E. Webber

Date: _____ Signature: _____
Douglas B. Murphy

Date: _____ Signature: _____
Chinh V. Tran

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Frank Ruebsam (07/09/2009), Peter Dragovich
(07/10/2009), Stephen E. Webber (07/09/2009),

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Anadys Pharmaceuticals, Inc.

Internal Address: _____

Street Address: _____

5871 Oberlin Drive #200

City: San Diego

State: California

Country: United States of America Zip: 92121

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

12/481,391

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Mark J. Pino
CONNOLLY BOVE LODGE & HUTZ LLP
Internal Address: Atty. Dkt.: 22222-00063-US1
Street Address: 1875 Eye Street, NW
Suite 1100

City: Washington

State: DC Zip: 20006

Phone Number: (202) 331-7111

Fax Number: (202) 293-6229

Email Address: MPino@cblh.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/Mark J. Pino/

Signature

Mark J. Pino - 43,858

Name of Person Signing

August 24, 2009

Date

Total number of pages including cover sheet, attachments, and documents:

8

RECORDATION FORM COVER SHEET (PTO-1595)
(supplemental sheet)

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Douglas E. Murphy (07/10/2009), and Chinh V. Tran (07/09/2009)

Additional Assignees (2. Continued):

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers
4A. Continued:

Additional Patent Numbers
4B. Continued:

Additional numbers attached?

☐ Yes

☐ No