PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
N			lame Execution Date]
Phillips Plastics Corporation 09/28/2009					
RECEIVING PARTY DATA					
Name:	Oriel Therapeutics, Inc.				
Street Address:	630 Davis Drive, Suite 120				
City:	Durham				
State/Country:	NORTH CAROLINA				
Postal Code:	27713				
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Application Number: 1256		12566	3724		672/
Application Number: 12566724 7299572 CORRESPONDENCE DATA 72000000000000000000000000000000000000					
Fax Number: (919)854-1401					
Fax Number: (919)854-1401 8 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. 8 Phone: 919-854-1400 8 Emails 9 9 Service 9 <					
Phone: 919-854-1400					
Email: aderosa@myersbigel.com					
Correspondent Name: Anthony DeRosa Address Line 1: 4140 Parklake Avenue, Suite 600					
Address Line 4: Raleigh, NORTH CAROLINA 27612					
ATTORNEY DOCKET NUMBER:			9336-38		
NAME OF SUBMITTER:			Anthony DeRosa		
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif					

ASSIGNMENT

THIS ASSIGNMENT, made by **Phillips Plastics Corporation**, a Wisconsin corporation having a principal place of business at Seven Long Lake Drive, Phillips, Wisconsin, 54555, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, the above-named corporation is the co-owner of the entire right, title, and interest in and to certain new and useful improvements in DRY POWDER INHALERS WITH DUAL PIERCING MEMBERS AND RELATED DEVICES AND METHODS for which U.S. Utility Application No. 12/566,724, filed Sept. 25,2001 in the United States Patent and Trademark Office; and

WHEREAS, **Oriel Therapeutics**, **Inc.**, a North Carolina corporation having a principal place of business at 630 Davis Drive, Suite 120, Durham, North Carolina, 27713, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said provisional application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries:

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, the entire right, title, and interest in and to said invention and provisional application, and in and to any and all subsequent patent applications which claim the benefit of priority from said provisional application including regular utility, continuations, and continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted for the invention in or on applications claiming the benefit of priority from said provisional application, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereof or therefor, together with the right to claim the benefit of priority from said application, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

Page 1 of 3

PATENT REEL: 023313 FRAME: 0574

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and provisional application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said Assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the Assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said Assignee or its representatives.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this ______ day of ______, 2009. The undersigned warrants and represents that he/she has the authority to sign this Assignment on behalf of the Assignor, **Phillips Plastics Corporation**.

(SEAL)

9 28 09 Date

Page 2 of 3

PATENT REEL: 023313 FRAME: 0575

IN WITNESS WHEREOF, the Assignee, by signature below, hereby confirms and accepts receipt of this assignment. The undersigned warrants and represents that he/she has the authority/to/sign this Assignment on behalf of the Assignee, Oriel Therapeutics, Inc. (SEAL) By: Title: <u>PRESIDBAT</u> 30 September 2009 Date Witness 30 Sept Witness

RECORDED: 10/01/2009