PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------|----------------|
| Robert R. Webb | 06/07/1999 |
| Constance A. McKee | 06/07/1999 |

RECEIVING PARTY DATA

| Name: | XAVOS |
|-----------------|-----------------------------------|
| Street Address: | 2995 Woodside Road, #400, PMB 309 |
| City: | Woodside |
| State/Country: | CALIFORNIA |
| Postal Code: | 94062 |

PROPERTY NUMBERS Total: 2

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 10652723 | |
| Application Number: | 12116886 | |

CORRESPONDENCE DATA

Fax Number: (650)327-3231

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

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Correspondent Name: Tiffany Turner

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Address Line 4: East Palo Alto, CALIFORNIA 94303

| ATTORNEY DOCKET NUMBER: | ASIL-002CON + -002CON2 |
|-------------------------|------------------------|
| NAME OF SUBMITTER: | Carol L. Francis |

Total Attachments: 3

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Attorney Docket No. 16778-702

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Robert R. Webb 802 Stetson Street Moss Beach, CA 94038 Constance A. McKee 2995 Woodside Road, #400 PMB 309 Woodside, CA 94062-2446

and

hereinafter termed "Inventors", have invented certain new and useful improvements in

COMPOUNDS FOR INTRACELLULAR DELIVERY OF THERAPEUTIC MOIETIES TO NERVE CELLS

and have filed an application for a United States patent disclosing and identifying the above invention on <u>December 21, 1998</u> as Application No. <u>09/217,037</u> (hereinafter termed "application"); and

WHEREAS, XAVOS, having a place of business at 2995 Woodside Road, #400, PMB 309, Woodside Road, CA 94062-2446, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon,

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including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

| | State of |) |
|----------------|--|---|
| Rome - | County of |) |
| Robert R. Webb | On, 1999, before me, personally appeared Robert R. Webb | |
| June 7, 1999 | satisfactory evidence, to be t the within instrument and ac | e or proved to me on the basis of the person whose name is subscribed to knowledged to me that he/she executed d capacity, and that by his/her signature |
| Date | on the instrument the person person acted, executed the i | or the entity upon behalf of which the |
| | WITNESS my hand and off | icial seal. |
| | Olotom, Public | |
| | (Notary Public) | |

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| Amolan M.K. | State of County of |))) | |
|---------------------|--|---------------|--|
| Constance A. McKee | On, 1999, before me, personally appeared Constance A. McKee | | |
| F June 1999 Date | personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. | | |
| | WITNESS my hand and o | fficial seal. | |
| | (Notary Public) | | |
| | CINDENE PHONES | | |

RECORDED: 10/27/2009

REEL: 023431 FRAME: 0817