PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Transport Pharmaceuticals, Inc.	10/30/2009

RECEIVING PARTY DATA

Name:	Nitric BioTherapeutics, Inc.
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PROPERTY NUMBERS Total: 45

Property Type	Number
Patent Number:	6148231
Patent Number:	6385487
Patent Number:	RE37796
Patent Number:	6477410
Patent Number:	RE38341
Patent Number:	6553253
Patent Number:	6735470
Patent Number:	6792306
Patent Number:	6895271
Patent Number:	7016724
Patent Number:	7069073
Patent Number:	7127285
Application Number:	11228461
Application Number:	11565335

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Application Number:	11565360
Application Number:	11236748
Application Number:	11373301
Application Number:	11538249
Application Number:	11737466
Application Number:	12052952
Application Number:	11737568
Application Number:	11762966
Application Number:	12056802
Application Number:	12139936
Application Number:	12142234
Application Number:	12139873
Application Number:	61144590
Application Number:	12104515
Application Number:	12105764
Application Number:	12234071
Application Number:	61167261
PCT Number:	US0636438
PCT Number:	US0645720
PCT Number:	US0645719
PCT Number:	US0766965
PCT Number:	US0766989
PCT Number:	US0771194
PCT Number:	US0721226
PCT Number:	US0857805
PCT Number:	US0858427
PCT Number:	US0860798
PCT Number:	US0860585
PCT Number:	US0867107
PCT Number:	US0867482
PCT Number:	US0867102

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NAME OF SUBMITTER:	James M. Hannon

Total Attachments: 8
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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is entered into as of the date of execution below ("Effective Date") by and between **Transport Pharmaceuticals, Inc.**, a Delaware corporation ("Assignor"), and **Nitric BioTherapeutics, Inc.**, a Delaware Corporation ("Assignee").

WHEREAS, Assignor is the owner of certain United States and foreign patents, patent applications and invention disclosures, including, without limitation, those identified in Schedule A annexed hereto (collectively, the "Patents");

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement ("Agreement") dated October 30, 2009 pursuant to which Assignor has agreed to sell, transfer and assign certain intellectual property rights and other assets to Assignee, including, without limitation, the Patents; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor expressly acknowledges:

Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Patents, together with any provisional applications therefor, reissues, reexaminations, continuations, continuations-in-part, divisions, and any US and foreign related patents and patent applications, improvements or extensions thereof, and all inventions disclosed in any of the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action for past, present and future infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Patents may be granted, as fully and entirely as the same would have been enjoyed by Assignor had this Assignment not been made.

Assignor covenants and agrees that Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, that (i) this Assignment shall be effective regardless of whether any such additional documents are executed, and (ii) if any such further action on the part of Assignor requires any action other than executing and delivering other instruments of conveyance and transfer, Assignee agrees to bear the costs and expenses incurred by Assignor to effect such further action

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under Assignor's direction and all those in privity therewith.

A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in its corporate name by a duly authorized representative as of the date written below.

TRANSPORT PHARMACEUTICALS, INC.

Charles G. Hadley, President

STATE OF New Jersey)
: ss.:
COUNTY OF Mercer)

I, Carol J. Bresnen, a Notary Public for said county and state, do hereby certify that Charles G. Hadley, who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as a free deed and act, signed, sealed and delivered for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded. acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30th day of October, 2009.

(Official Seal)

Notary Public

Carol J Bresnen

My commission expires Aug. 8, 2013

CAROL J. BRESNEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 8, 2013

Schedule A

1. US Patent 6,148,231, issued November 14, 2000. This patent contains claims for new patch embodiments, attachable to the device or skin, or merely interposed between the device and the skin. It also contains claims for patch/magnet activation of the device, combinations of patch & device, hydration, wearable thimble and glove embodiments.

2. US patent 6,385,487, issued May 7, 2002. This patent covers non-specific lesions, acne, ionosonics (the combination of iontophoresis and ultrasonics), blemishes and a dual prong style electrode. The Company filed a response October 7, 1999 with a Petition to correct technical errors made by prior patent counsel. The Petition was subsequently granted by the Patent Office. Expanded claims were also added along with all pertinent prior art disclosures.

3. US Patent RE 37,796, issued July 23, 2002 (reissue of US Patent 5,908,401, originally issued June 1, 1999). The reissue application was filed to remove any possible flaws due to the inadvertent omission of an article by the inventor as prior art. The reissue patent contains extensive additional prior art disclosures. The first design of a patch style electrode is also contained in this patent. The original patent was surrendered and the new patent issued.

4. US patent 6,477,410, issued November 5, 2002. This patent was part of a larger application, referred to as the omnibus application by the Company was crafted to cover as many iterations of the portable, wireless iontophoretic technology as possible. This is the first issued patent out of the omnibus application. It is the first Transport patent to specifically claim the finger splint design. Divisional applications have been requested by the patent office, and filed, because the original application contains several inventions. An international PCT application was filed in May, 2001.

5. US patent RE 38,341, issued December 9, 2003 (reissue of US patent 5,879,323 issued March 9, 1999). The old patent was surrendered and the new was patent issued. Claims primarily for the treatment of herpes labialis with acyclovir, IUDR and other antiviral drugs delivered by a handheld iontophoresis device have been allowed. Also claims to a handheld pre packaged unit dose of medicament were granted.

6. US patent 6,553,253, issued April 22, 2003. This patent covers dual prong electrodes and includes technology that will allow small dermal patch electrodes to work efficiently even when the positive and negative poles are placed close together. This application also claims AC conversion to DC at the medicament reservoir site for safety when the device is used below the heart.

7. US patent 6,735,470 issued May 11, 2004 (divisional of US patent 6,477,410). Claims for an electrokinetic delivery system for reliably securing to an individuals finger as well as claims for treatment and prevention of bacterial and viral infections of the skin (for example acne and psoriasis) with various classes and types of compounds. Also discloses a device for the treatment of onychomycosis of nail and toenail.

8. US patent 6,792,306 issued September 14, 2004 (CIP of US patent 6,477,410). Claims primarily for the 2 piece finger splint device and disclosures of multichannel capability via the preferred embodiment of a mask.

9. US patent 6,895,271 issued May 17, 2005 (C1P of application number 09/653,992, now abandoned, which is a divisional of US Patent 6,148,231). Claims primarily for a method of treatment by electrokinetic self administration of a medicament to a site for an individual comprising of a device shaped to a finger, having a self contained power source, a first and second electrode and a substrate in electrical contact with the first electrode and an exposed contact surface opposite the first electrode.

10. US patent 7,016,724 issued March 21, 2006 (divisional of US patent 6,792,306). Broad claims primarily relating to the touch sensitive switch on the applicator whereby the application of an individuals finger onto the counter electrode can initiate treatment. Claims also written to the applicator and pad containing the medicament.

11. US patent 7,069,073 issued June 27, 2006 (a divisional of US patent 6,735,470) with broad claims written to the device a self contained disposable applicator held against the application site including a least one substance to aid in the treatment prevention of diseases of the skin or mucocutaneous membranes.

12. US Patent 7,127,285 issued October 24, 2006 (CIP of US patent 6,553,253). Claims primarily written to electrokinetic delivery of a medicament via device conformed to the shape of a finger.

13. Application No. 11/228,461 filed September 19, 2005 with claims written to the combination of microneedles, iontophoresis and multichannel.

14. Application No. 11/565,335 filed April 24, 2006 has claims written primarily to the releasable cartridge with prongs for the two piece device.

15. Application No. 11/565,360 filed November 30, 2006 written to combination of the cartridge and the control unit specifically with designs for the pogo, releasing and ejecting features as well as the attachment features.

16. Application No. 11/236,748 filed September 28, 2005 is a divisional of application No. 10/359,559 which is a CIP of US patent 6,553,253 with claims written to new circuitry designs.

17. Application No. 11/373,301 filed March 13, 2006 is a divisional of US patent 7,016,724 to prosecute restricted claims generally relating to the form of the applicator.

18. Application No. 11/538,249 filed October 3, 2006 is a CIP of application No. 11/228,461 with claims for the delivery of methotrexate in combination with multichannel, iontophoresis and microneedles.

19. Application No. 11/737,466 filed 4/19/2007 with claims written to pharmaceutical formulations for iontophoretic drug delivery (Acyclovir).

20. Application No. 12/052,952 filed 3/21/2008 with claims written to pharmaceutical formulations or iontophoretic delivery utilizing water electrolysis to facilitate drug delivery.

21. Application No. 11/737,568 filed 3/6/2008 with claims written to formulations of methotrexate for iontophoretic drug delivery.

22. Application No. 11/762,966 filed 6/14/2007 with claims written to formulations of tetracycline for iontophoretic drug delivery.

23. Application No. 12/056,802 filed 3/27/2008 with claims written to formulations of terbinafine for iontophoretic drug delivery.

24. Application No. 12/139,936 Utility off of 60/944,126 filed June 16, 2008.

25. Application No. 12/142,234 Utility off of 60/944,907 (June 19, 2007), 60/952,676 (June 30, 2007), 61/040,366 (March 28, 2008).

26. Application No. 12/139,873 Utility off of 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).

27. Application No. 61/144,590 filed January 14, 2009 with claims written to a system and method for redistribution of medicaments in iontophoretic applications.

28. Application No. 12/104,515 filed April 17, 2008 and titled Current Density Detectionand Control System and Method for an Electrokinetic Delivery of Medicaments.

29. Application No. 12/105,764 filed April 18, 2008 and titled Single Use Applicator Cartridge for an Electrokinetic Delivery System and Method for Self Administration of Medicaments.

30. Application No. 12/234,071 filed September 19, 2008 and titled Method of Enhancing Iontophoretic Delivery of a Peptide.

31. Application No. 61/167,261 filed April 7, 2009.

32. Australian patent 2001274851 issued November 17, 2005 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.

33. Mexican patent 232805 issued December 9, 2005 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.

34. Canadian patent 2,481,955 issued June 6, 2006 corresponds to application 10/117,346 (priority date April 8, 2002) which is now US patent 6,792,306 and PCT/US03/10644.

35. Canadian patent 2,413,806 issued September 19, 2006 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.

36. Australian patent 225129, issued July 12. 2007. This is a divisional of AU 2001274851 which corresponds to US patent 6,477,410 and PCTfUS01/16069.

37. Chinese patent ZL01810379.0 (1287877C) issued December 12, 2006 corresponds to application No. 09/584,138 which is now patent 6,477,410 and PCT/US01/16069.

38. Australian patent 234691 issued November 15, 2007 corresponds to application No. 10/117,346 which in now patent 6,792,306 and PCT/US03/10644.

39. Mexican patent 009827 issued December 7, 2007 corresponds to application No. application 10/117,346 which is now US patent 6,792,306 and PCT/US03/10644.

40. European patent EP1390099 issued March 19, 2008 corresponds to application No. 09/523,217 which in now US patent 6,553,253 and PCT US01/13431.

41. Japanese patent JP4199457 issued December 17, 2008 corresponds to PCT/US01/16069 and US6,477,410.

42. Chinese (Hong Kong) patent 1062414 corresponds to US6,553,253.

43. Japanese patent JP4221305 allowed October 30, 2008 corresponds to PCT/US03/10644 and US6792306 (-410 and -253 patents).

44. PCT/US06/36438 International Filing Date September 19, 2006 Based on 11/228,461 (priority date September 19, 2005) Claims to combination of microneedles with iontophoresis and multichannel.

45. PCT/US06/45720 International Filing Date November 30, 2006. Based on 11/565,360 (priority date November 30, 2005) with claims written to combination of the cartridge and the control unit specifically with designs for the pogo, releasing and ejecting features as well as the attachment features.

46. PCT/US/06/45719 International Filing Date November 30, 2006 Based on 11/565,335 (priority date November 30, 2005) with claims written primarily to the releasable cartridge with prongs for the two piece device.

47. PCT/US07/66965 International Filing Date April 19, 2007 Based on 11/737,466 (priority date April 20, 2006).

48. PCT/US07/66989 International Filing Date April 19, 2007 Based on 11/737,568 (priority date April 20, 2006).

49. PCT/US07/71194 International Filing Date June 14, 2007 Based on 11/762,966 (priority date of June 16, 2006).

50. PCT/US07/21226 International Filing Date October 3, 2007 Based on 11/538,249 (priority date of Oct 3, 2006).

51. PCT/US08/57805 International Filing Date March 21 ,2008 Based on 12/052,952 (priority date of March 22, 2007).

52. PCT/US08/58427 International Filing Date June 14, 2008 Based on 12/056,802 (priority date of March 30, 2007).

53. PCT/US08/60798 International Filing Date (prior to April 20, 2008) Based on 60/913,151 (priority date of April 20, 2007).

54. PCT/US08/60585 International Filing Date (prior to April 17, 2008) Based on 60/912,261 (priority date of April 17, 2007).

55. PCT/US08/67107 International Filing Date (June 16, 2008) Based on 60/944,126 (priority date of June 16, 2007).

56. PCT/US08/67482 International Filing Date (June 19, 2008) Based on 60/944,907 (June 19, 2007), 60/952,676 (June 30, 2007), 61/040,366 (March 28, 2008).

57. PCT/US08/67102 International Filing Date (June 16, 2008) Based on 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).