

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PFIZER INC.	01/06/2010
RECEIVING PARTY DATA	
Name:	RaQualia Pharma Inc.
Street Address:	2, Aza 5-gochi,
Internal Address:	Taketoyo-cho, Chita-gun,
City:	Aichi-ken
State/Country:	JAPAN
Postal Code:	470-2341
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09380886
CORRESPONDENCE DATA	
Fax Number:	(516)742-4366
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5167424343
Email:	dknoell@ssmp.com
Correspondent Name:	Scully, Scott, Murphy & Presser, P.C.
Address Line 1:	400 Garden City Plaza
Address Line 2:	Suite 300
Address Line 4:	Garden City, NEW YORK 11530
ATTORNEY DOCKET NUMBER:	24725 (FP1145-PCT-US)
NAME OF SUBMITTER:	Peter I. Bernstein
<p>Total Attachments: 4</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>	

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PATENT
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DEED OF ASSIGNMENT

Between **PFIZER INC.**, a Delaware corporation, having a place of business at 235 East 42nd Street, New York, New York 10017, United States of America (hereinafter referred to as ASSIGNOR).

AND **RaQualia Pharma Inc.**, a corporation of Japan, having a place of business at 2, Aza 5-gochi, Taketoyo-cho, Chita-gun, Aichi-ken 470-2341, Japan (hereinafter referred to as ASSIGNEE).

WHEREAS the ASSIGNOR owns right, title and interest, in and to certain patents identified in Schedule 1 below ("Patents"); such Schedule is incorporated herein by reference.

AND WHEREAS the ASSIGNOR has agreed to assign all its right, title and interest in the said Patents to the ASSIGNEE upon the terms herein set out.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns to the ASSIGNEE as beneficial owner and free from all liens, charges, licenses and encumbrances or other third party rights, and the ASSIGNEE hereby accepts all of ASSIGNOR'S entire right, title and interest in and to the Patents, including without limitation:

- (a) the Patents in each jurisdiction in which it was validated and all patent applications, patents and supplementary protection certificates which may derive or result from the same, including any divisionals, continuations, continuation-in-parts, reissues, extensions and registrations in relation to any thereof and all and any other rights in the inventions comprised in the above (together referred to as the "Patent Rights");
- (b) the benefit of all priority rights of the Patents;
- (c) the right to seek and obtain registrations in other countries in respect of the Patents or any other patent included in the Patent Rights;
- (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of the Patents or of the rights

conferred by publication of the application for the same or of any other of the Patent Rights; and

- (e) any and all chooses in action and any and all claims and demands, both at law and in equity, that said ASSIGNOR has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Patents, 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 ASSIGNOR if this Assignment and sale had not been made.

The ASSIGNOR agrees to execute any further documents and do all things which the ASSIGNEE may require in order to vest or confirm the vesting in the ASSIGNEE (or the ASSIGNEE'S successors in title or nominees as the case may be) of the Patents and all other Patent Rights in all relevant jurisdictions and all other property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Assignment including doing all acts which may be necessary or desirable to record the Patents in the name of the ASSIGNEE in all relevant jurisdictions. The ASSIGNOR hereby authorizes the ASSIGNEE and the ASSIGNEE'S agents to sign all such forms on behalf of the ASSIGNOR as the ASSIGNEE considers appropriate in order to record the Patents and any other Patent Rights in the name of the ASSIGNEE. ASSIGNEE also agrees to transfer to ASSIGNOR all file histories for the Patents that are in ASSIGNEE'S or ASSIGNEE'S agents' possession.

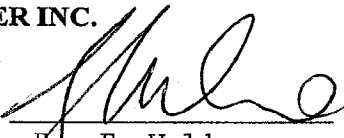
The parties hereto hereby agree that the assignment contemplated hereby shall be deemed to be effective as of January 6, 2010.

Attachment: Schedule 1

IN WITNESS WHEREOF, ASSIGNOR has caused one of its authorized representatives to hereunder set his hand on the date shown below and ASSIGNEE has caused one of its representatives to hereunder set his hand on the date shown below to signify its acceptance of this Assignment.

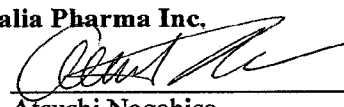
Signed on this 16th day of January at New York, USA

PFIZER INC.

By: 
Name: Roy F. Waldron
Title: Assistant Secretary

Accepted:
Signed on this 19 day of January at Aichi-ken, Japan

RaQualia Pharma Inc.

By: 
Name: Atsushi Nagahisa
Title: President & CEO

Schedule 1
List of Transfer Cases from Pfizer Inc. to RaQualia Pharma Inc.

Pfizer PC #	Subaru Ref	Country	Appln. No.	Patent No.	Title of Invention
PC9918A	FP1145-PCT-US	US	09/380,886	6,248,717	Tartrate Salt of a Substituted Dipeptide as Growth Hormone Secretagogue
PC9918B	FP1145-PCT-US Div. 1	US	09/734,269	6,596,867	Tartrate Salt of a Substituted Dipeptide as Growth Hormone Secretagogue
PC9291B	FP1146-PCT-US Div. 1	US	09/259,776	6,124,264	Heterocyclic Compounds
PC9291C	FP1146-PCT-US Div. 2	US	09/258,956	6,110,932	Growth Hormone Secretagogues
PC9291D	FP1146-PCT-US Div. 3	US	09/259,691	6,107,306	Heterocyclic Compounds
PC9291E	FP1146-PCT-US Div. 1-D	US	09/470,668	6,278,000	Growth-Hormone Secretagogues
PC9291F	FP1146-PCT-US Div. 2-D	US	09/593,582	6,306,875	Growth-Hormone Secretagogues
PC9291G	FP1146-PCT-US Div. 3-D	US	09/593,581	6,313,140	Method of Treatment Using Certain Growth-Hormone Secret Agogues
PC9291H	FP1146-PCT-US Cont.	US	09/734,274	6,482,825	Growth-Hormone Secretagogues
PC10464A	FP1147-US	US	09/496,075	6,541,634	Process for Preparing Growth Hormone Secretagogues
PC10464B	FP1147-US Div 1	US	10/283,720	6,673,929	Process for Preparing Growth Hormone Secretagogues
PC10845A	FP1148-US	US	09/870,105	6,548,501	Composition and Methods for Stimulating Gastrointestinal Motility
PC10845B	FP1148-US Div 1	US	10/411,756	6,852,722	Composition and Methods for Stimulating Gastrointestinal Motility