#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**CONVEYING PARTY DATA** 

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

Name	Execution Date
Charles G. VONTZ	02/10/2010
Norifumi NAKAMURA	02/10/2010
Catherine de PORCERI-MORTON	02/10/2010
Jeff HUGHES	02/09/2010
Bhavesh SHAH	02/08/2010
Peter GERTAS	02/09/2010
Vitthal KULKARNI	02/09/2010

#### **RECEIVING PARTY DATA**

Name:	Topica Pharmaceuticals, Inc.
Street Address:	435 Tasso Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12705555

#### **CORRESPONDENCE DATA**

ATTORNEY DOCKET NUMBER:

Fax Number: (650)494-0792

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

Phone: (650) 813-5744 Email: Iguillermo@mofo.com Correspondent Name: Shannon Reaney Morrison & Foerster LLP Address Line 1: Address Line 2: 755 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94304-1018

**PATENT** 501101921 REEL: 023987 FRAME: 0050

648862000100

NAME OF SUBMITTER:	Shannon Reaney
Total Attachments: 7 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif source=ExecutedAssignment#page3.tif source=ExecutedAssignment#page4.tif source=ExecutedAssignment#page5.tif source=ExecutedAssignment#page6.tif source=ExecutedAssignment#page7.tif	

PATENT REEL: 023987 FRAME: 0051

Attorney Docket No.: 648862000100

#### ASSIGNMENT JOINT

THIS ASSIGNMENT, by Charles G. VONTZ; Norifumi NAKAMURA; Catherine de PORCERI-MORTON; Jeff HUGHES; Bhavesh SHAH; Peter GERTAS and Vitthal KULKARNI, (hereinafter referred to as the assignors), having an address of 301 Menlo Oaks Drive, Menlo Park, California 94025; 250 West El Camino Real, #1104, Sunnyvale, California 94087; 2547 Plummer Avenue, San Jose, California 95125; 15307 Spring Falls, San Antonio, Texas 78247; 24907 Flying Arrow, San Antonio, Texas 78258; 16611 Spruce Tree Lane, San Antonio, Texas 78247; and 20522 Meandering Circle, San Antonio, Texas 78258, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in ANTI-FUNGAL FORMULATION, set forth in an application for Letters Patent of the United States; and

WHEREAS, Topica Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 435 Tasso Street, Suite 325, Palo Alto, California 94301 (hereinafter referred to as the 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 or Patents, United States or foreign, 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, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said 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, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and

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do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

here in parentheses (App	ze and request the assignee's attorneys, Morrison & Foerster LLP, to insert blication number /2/705, \$55, filed Feb. 12, 2010) the filing date of said application when known."
2-16-10 Date	Charles G. VONTZ
2 -10-10 Date	Nofifumi NAKAMURA
2-10-10 Date	Catherine de PORCERI-MORTON
Date	Jeff HUGHES
Date	Bhavesh SHAH
Date	Peter GERTAS
Date	Vitthal KULKARNI

	IN TESTIMONY WHEREOF A Charles G/VONTZ	have executed the attached
	assignment document on the date indicated below.	_
	Chules Tath	2-10-10
1.	Signature of Inventor	Date
Mari	WHARK CHIFTORNIA)	
VVCIV	Inventor's City, State of residence	
	Witnessed by:	
	witnessed by:	2/10/10
	(1) Jack III blemme	, , , , ,
	Signature of Whitness	Date
	Joseph M. Golomme	Norwell Massachusetts
	Print Witness Name	Witness' City, State of residence
		the second of the estimate of
	IN TESTIMONY WHEREOF, I Norifumi NAKAMURA assignment document on the date indicated below.	have executed the attached
	assignment diagrament on the place maneated octors.	2-10-10
	Signature of Inventor	Date
	-unayvale, (aliteracce	
	Inventor's City, State of residence	
	Witnessed by:	
		2-10-10
	(1) All Signature of Withers	Date
		Nonwell Massachusetts
	Print Witness Name	Witness' City, State of residence
	Time withess rame	
	IN TESTIMONY WHEREOF, I Catherine de PORCEI	RI-MORTON have executed the
	attached assignment document on the date indicated below.	ATTACACTOR AND
	0 1 D. M.	2-112-10
	Signature of Inventor	2-10-10 Date
	Inventor's City, State of residence	
	Witnessed by:	, ,
	$( )$ $\mathcal{A}$ $\mathcal{A}$ $\mathcal{A}$ $\mathcal{A}$ $\mathcal{A}$ $\mathcal{A}$ $\mathcal{A}$	2/12/12
	(1) Signature of Witness	Date Date
		M/ 1 M/100 / 0 4/0
	Dist Witness Name	Witness' City, State of residence
	Print Witness Name	William City, State of residence

pa-1385071

Attorney Docket No.: 648862000100

#### ASSIGNMENT JOINT

THIS ASSIGNMENT, by Charles G. VONTZ; Norifumi NAKAMURA; Catherine de PORCERI-MORTON; Jeff HUGHES; Bhavesh SHAH; Peter GERTAS and Vitthal KULKARNI, (hereinafter referred to as the assignors), having an address of 301 Menlo Oaks Drive, Menlo Park, California 94025; 250 West El Camino Real, #1104, Sunnyvale, California 94087; 2547 Plummer Avenue, San Jose, California 95125; 15307 Spring Falls, San Antonio, Texas 78247; 24907 Flying Arrow, San Antonio, Texas 78258; 16611 Spruce Tree Lane, San Antonio, Texas 78247; and 20522 Meandering Circle, San Antonio, Texas 78258, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in ANTI-FUNGAL FORMULATION, set forth in an application for Letters Patent of the United States; and

WHEREAS, Topica Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 435 Tasso Street, Suite 325, Palo Alto, California 94301 (hereinafter referred to as the 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 or Patents, United States or foreign, 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, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said 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, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and

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Attorney Docket No.: 648862000100

do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

"I hereby authorize and request the assignee's attorneys, Morrison & Foerster LLP, to insert here in parentheses (Application number 12/705.555, filed Feb.12, 2010) the application number and filing date of said application when known."

Date	Charles G. VONTZ	
Date	Norifumi NAKAMURA	
Date	Catherine de PORCERI-MORTON	
2/9/2010 Date	Jeff HUGHE	<u>Language Carporation of the Car</u>
Feb 08, 2010 Date	Bhavesh SHAH	
Feb 9,2010 Date	Peter GERTAS	
F. 9. 2010 Date	Vitthelm Vitthal KULKARNI	1.70

### STATE OF TEXAS COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this  $\underline{} \Leftrightarrow \underline{} + \underline{} \land$  day of February, 2010, personally appeared Jeff HUGHES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

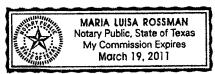


Notary or Consular Officer

[SEAL]

STATE OF TEXAS COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 544 day of February, 2010, personally appeared Bhavesh SHAH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.



Notary or Consular Officer

[SEAL]

STATE OF TEXAS COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this \_\_\_\_\_\_\_ day of February, 2010, personally appeared Peter GERTAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

MARIA LUISA ROSSMAN Notary Public, State of Texas My Commission Expires March 19, 2011

[SEAL]

Jainduisa Rossman Notary or Consular Officer

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## STATE OF TEXAS COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 14 day of February, 2010, personally appeared Vitthal KULKARNI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

MARIA LUISA ROSSMAN
Notary Public, State of Texac
My Commission Expires
March 19, 2011

Varia Zuna Kossman

Notary or Consular Officer

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