

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Roskamp Foundation Irrevocable Trust (d/b/a Roskamp Institute)</td> <td>01/29/2010</td> </tr> <tr> <td>Roskamp Research LLC</td> <td>01/29/2010</td> </tr> <tr> <td>Archer Pharmaceuticals, Inc.</td> <td>01/29/2010</td> </tr> </tbody> </table>		Name	Execution Date	Roskamp Foundation Irrevocable Trust (d/b/a Roskamp Institute)	01/29/2010	Roskamp Research LLC	01/29/2010	Archer Pharmaceuticals, Inc.	01/29/2010		
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Alzheimer's Institute of America, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>7837 Parallel Parkway</td> </tr> <tr> <td>City:</td> <td>Kansas City</td> </tr> <tr> <td>State/Country:</td> <td>KANSAS</td> </tr> <tr> <td>Postal Code:</td> <td>66112</td> </tr> </table>		Name:	Alzheimer's Institute of America, Inc.	Street Address:	7837 Parallel Parkway	City:	Kansas City	State/Country:	KANSAS	Postal Code:	66112
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PROPERTY NUMBERS Total: 1											
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Application Number:	12245354										
CORRESPONDENCE DATA											
Fax Number: (314)295-2020 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: benjamin.sodey@bryancave.com Correspondent Name: Benjamin J. Sodey Address Line 1: Bryan Cave LLP Address Line 2: 211 N. Broadway, Suite 3600 Address Line 4: St. Louis, MISSOURI 63102											
ATTORNEY DOCKET NUMBER:	0306717										
NAME OF SUBMITTER:	Benjamin J. Sodey										
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PATENT ASSIGNMENT

This Patent Assignment is made by and between ROSKAMP FOUNDATION IRREVOCABLE TRUST (d/b/a ROSKAMP INSTITUTE), a Florida Based Trust; ROSKAMP RESEARCH LLC, a Florida limited liability company; and ARCHER PHARMACEUTICALS, INC., a Delaware corporation (collectively, the "Assignor"); and ALZHEIMER'S INSTITUTE OF AMERICA, INC., a Florida corporation (the "Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Consideration and Royalty Payments Paid to Alzheimer's Institute of America, Inc. (including the Joinder and First Amendment to same), effective February 7, 2008 (hereinafter referred to as the "Agreement"), pursuant to which Assignor agreed to cause the assignment of certain patents and patent applications, including the patents and patent applications listed on Appendix A (attached hereto), and the inventions described therein, to Assignee (collectively, the "Patent Rights");

WHEREAS, nothing in this Assignment shall modify or otherwise affect any provision of the Agreement or affect the rights of the parties under the Agreement, and in the event of any conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall govern and control;

WHEREAS, in accordance with the Agreement, Assignor has designated its rights in acquiring and maintaining the Patent Rights to Assignee;

WHEREAS, Assignor and Assignee wish to enter into this Assignment for the sole purpose of confirming and memorializing the terms of the Agreement, and making said terms of record in the office of any patent authority worldwide, including the United States Patent & Trademark Office and the office of any applicable foreign patent authority.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, and covenants set forth in the Agreement and good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee acknowledge, Assignor has agreed to and does hereby sell, assign, and transfer unto Assignee, its successors and assigns, effective as of February 7, 2008, all of Assignor's right, title, and interest in and to said patents and patent applications identified in Appendix A, any other U.S. or foreign patent applications (including provisional, non-provisional, divisional, continuing, or reissue applications, and also including PCT International or PCT National applications, or other foreign applications) based in whole or in part on said patents and patent applications, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on the inventions disclosed therein or any part thereof, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement of said patents or patents issuing from said patent applications.;

TO BE HELD AND ENJOYED by Assignee, its successors and assigns, to the ends of the respective full terms for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said interest been made;

AND Assignor hereby authorizes and requests the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon the United States patent applications specified in Appendix A (or related thereto) to Assignee, or its successors and assigns; and Assignor authorizes and requests the patent offices of any foreign country to issue any and all patents which may be granted upon the foreign patent applications specified in Appendix A (or related thereto) to Assignee, or its successors and assigns;

AND Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by Assignee, its successors or assigns, fully to secure to Assignee its interest as aforesaid in and to said patents and patent applications or any part thereof, said inventions or any part thereof, and in and to said several patents or any of them;

AND Assignor hereby covenants for itself and for its legal representatives, and agrees with Assignee, its successors and assigns, that Assignor has granted no right or license to make, use or sell said inventions, to anyone except Assignee, that prior to the execution of this deed, Assignor's right, title, and interest in said invention had not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its member duly authorized.

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ROSKAMP FOUNDATION IRREVOCABLE TRUST d/b/a ROSKAMP
INSTITUTE

By: Robert G. Roskamp

Name (print): Robert G. Roskamp

Title: Trustee

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Nassau

On this 29th day of January, 2010, before me, a Notary Public, personally appeared Robert G. Roskamp to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Janette M. Girard
Notary Public

My Commission Expires:



ROSKAMP RESEARCH LLC

By: Robert G. Roskamp

Name (print): Robert G. Roskamp

Title: Managing Member

ACKNOWLEDGMENT

STATE OF Florida)

COUNTY OF Manatee)

On this 29th day of January, 2010, before me, a Notary Public, personally appeared Robert G. Roskamp to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Janette M. Girard
Notary Public

My Commission Expires:

July 02, 2010



ARCHER PHARMACEUTICALS, INC.

By: [Signature]

Name (print): M. J. MULLAN

Title: CEO

ACKNOWLEDGMENT

STATE OF Florida
)
COUNTY OF Manatee

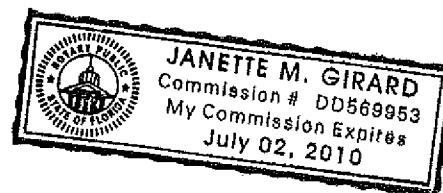
On this 29th day of January 2010, before me, a Notary Public, personally appeared Michael Mullan to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

[Signature]
Notary Public

My Commission Expires:

July 02, 2010



APPENDIX A

Title: Compounds for Inhibiting Beta-Amyloid Production and Methods of Identifying the Compounds

Inventors: Michael Mullan, Daniel Paris, Pancham Bakshi

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105005	U.S.	60/642,268	01/07/05
12062/105004	U.S.	60/669,055	04/07/05
12062/105010	U.S.	11/328,470 <i>US 2006/0188938</i> <i>Conf. # 2531</i>	01/09/06
12062/105010	U.S.	11/581,883 <i>US 2007/0037855</i> <i>Conf. # 8228</i> <i>CON of 11/328,470</i>	01/09/06
12062/105010	U.S.	11/582,281 <i>US 2007/0185130</i> <i>Conf. # 1581</i> <i>CON of 11/328,470</i>	10/17/06
12062/105010	U.S.	11/582,530 <i>US 2007/0191409</i> <i>Conf. # 1494</i> <i>CON of 11/328,470</i>	10/17/06
12062/105011 WO	PCT	PCT/US2006/000576 <i>WO 2006/074419</i>	01/09/06
12062/105011 AU	Australia	2006203819	01/09/06
12062/105011 CA	Canada	2,603,676	01/09/06
12062-105011 CN	China	N/A	01/09/06
12062/105011 EP	Europe	06717740.2	01/09/06
12062/105011 HK	Hong Kong	08103539.4	01/09/06

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105011 IN	India	9386/DELNP/2007	01/09/06
12062/105011 KR	S. Korea	10-2007-126496	01/09/06
12062-105011 MX	Mexico	MX/a/2007/012756	10/12/07
12062/105011 NZ	New Zealand	562126	01/09/06

**Title: Method for Reducing Amyloid Deposition, Amyloid Neurotoxicity and
Microgliosis**

Inventors: Michael Mullan, Daniel Paris

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105013	U.S.	60/470,694	05/15/03
12062/105013	U.S.	10/847,630 <i>US 2005/0009885</i> <i>Conf. # 2461</i>	05/17/04
12062/105013 WO	PCT	PCT/US2004/015417 <i>WO 2004/110354</i>	05/17/04
12062/105013 CA	Canada	2,525,970	05/17/04
12062/105013 CN	China	200480017197.4	05/17/04
12062/105013 EP	Europe	04752432.7	05/17/04
12062/105013 HK	Hong Kong	06109711.3	05/17/04
12062/105013 IN	India	2603/KOLNP/05	05/17/04
12062/105013 JP	Japan	2006-533144	05/17/04

Title(s): Compositions for Stimulating CD45 and Thereby Suppressing Microglial Activation Associated with Alzheimer's Disease; Methods and Compositions for Stimulating CD45 and Thereby Suppressing Microglial Activation Associated with Alzheimer's Disease

Inventors: Jun Tan, Terrence Town, Michael Mullan

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105015	U.S.	60/245,608	11/30/00
12062/105015	U.S.	09/985,598	11/05/01
12062/105015 WO	PCT	PCT/US01/042909	11/05/01
12062/105015 CA	Canada	2,428,023	11/05/01
12062/105015 EP	Europe	01991921.6	11/05/01
12062/105015 MX	Mexico	PA/9/2003/003919	11/05/01

Title: Methods and Compounds for Disruption of CD40R/CD40L Signaling in the Treatment of Alzheimer's Disease

Inventors: Jun Tan, Terrence Town, Michael Mullan

King & Spalding Ref. No.	Country	Serial No./ Patent No.	File Date/ Issue Date
N/A	U.S.	60/311,115	8/10/01
12062/105019	U.S.	10/218,004 <i>US 2003/0077667</i> <i>Conf. # 4633</i> <i>CIP of 09/585,058</i> <i>(12062-105021.2)</i>	08/12/02
12062/105019	U.S.	11/523,468 <i>US 2007/0160615</i> <i>Conf. # 5318</i> <i>CON of 10/218,004</i>	09/18/06
N/A	U.S.	12/604,545 <i>CON of 11/523,468</i>	10/23/09
12062/105019 WO	PCT	PCT/US02/027035 <i>WO 03/014328</i>	08/12/02
12062/105019 CA	Canada	2,467,919	08/12/02
12062/105019 EP	Europe	02753530.1	08/12/02
12062/105020	U.S.	60/421,338	10/25/02
12062/105020	U.S.	10/694,634 <i>US 2004/0146949</i> <i>Conf. # 2636</i>	10/27/03
12062/105020 WO	PCT	PCT/US03/33971 <i>WO 2004/037204</i>	10/27/03

**Title: Assay for Evaluating the Therapeutic Effectiveness of Agents in Reducing
Alzheimer's Disease Pathology**

Inventors: Jun Tan, Terrence Town, Michael Mullan

King & Spalding Ref. No.	Country	Serial No./ Patent No.	File Date/ Issue Date
12062/105021	U.S.	60/137,016	06/01/99
12062/105021	U.S.	09/585,058 <i>Conf. # 5733</i> <i>6,787,318</i>	06/01/00 09/07/04
12062/105021	U.S.	10/842,212 <i>US 2005/0089939</i> <i>Conf. # 4529</i>	05/10/04

**Title: Transgenic Mice Overexpressing Mutant APP but Deficient for CD40L Have
Reduced Alzheimer-like Pathology**
Inventors: Jun Tan, Terrence Town, Michael Mullan

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105027	U.S.	60/299,706	06/20/01

**Title: Method for Reducing Amyloid Deposition, Amyloid Toxicity, and Microgliosis
with (-)-Nilvadipine Enantiomer**

Inventors: Michael Mullan, Daniel Paris, Robert A. Ivey, III

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105029	U.S.	60/977,953	10/5/07
12062/105033	U.S.	61/046,109	4/18/08
N/A	U.S.	12/245,354 <i>US 2009/0092667</i> <i>Conf. # 3821</i>	10/03/08
N/A	U.S.	12/580,924 <i>CIP of 12/245,354</i>	10/26/09
12062/105029 WO	PCT	PCT/US2008/078786 <i>WO 2009/046323</i>	10/03/08
12062/105029 TW	Taiwan	097138351	10/03/08

Title: Method for Increasing Cerebral Blood Flow with (+)-Nilvadipine Enantiomer

Inventors: Michael Mullan, Daniel Paris, Robert A. Ivey, III

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105030	U.S.	60/978,023	10/5/07
12062/105030 WO	U.S.	PCT/US2008/078803 <i>WO 2009/046338</i>	10/3/08

Title: Compositions and Methods for Treating Alzheimer's Disease with a Non-Racemic Mixture of Nilvadipine Enantiomers
Inventors: Michael Mullan, Daniel Paris, Robert A. Ivey, III

King & Spalding Ref. No.	Country	Serial No./Patent No.	File Date/ Issue Date
12062/105030-1	U.S.	61/106,544	10/17/08