

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Health Resource Institute, Ltd.	04/29/2010
RECEIVING PARTY DATA	
Name:	BioResponse, L.L.C.
Street Address:	568 Rembrandt Road
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6093706
CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-326-3939
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Correspondent Name:	Jones Day
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Address Line 4:	New York, NEW YORK 10017-6702
ATTORNEY DOCKET NUMBER:	9439-007-999
NAME OF SUBMITTER:	Maya Elbert
Total Attachments: 3 source=Appointment_and_Assignment#page1.tif source=Appointment_and_Assignment#page2.tif source=Appointment_and_Assignment#page3.tif	

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PATENT
 REEL: 024351 FRAME: 0576

APPOINTMENT AND ASSIGNMENT

WHEREAS, **Health Resource Institute, Ltd., a dissolved Colorado corporation, 1995** ("ASSIGNOR") having had a place of business at 272 Pomona Avenue, Long Beach, California 90803 and, at the time of dissolution, at 568 Rembrandt Road, Boulder, CO 80302, is the owner by assignment from the inventor of the entire right, title and interest in the inventions disclosed in the patent application entitled COMBINED DEHYDROEPIANDROSTERONE AND RETINOID THERAPY FOR EPITHELIAL DISORDERS, which was filed in the United States on March 4, 1992, U.S. Patent Application No. 07/845,560, and which issued as U.S. Patent No. 6,093,706 on July 25, 2000 (the "Patent"),

WHEREAS, under Colorado Business Corporation Act, Title 7, Article 114, § 105 (1)(b), "[a] dissolved corporation continues its corporate existence but may not carry on any business except as is appropriate to wind up and liquidate its business and affairs, including...[d]isposing of its properties that will not be distributed in kind to its shareholders,"

WHEREAS, the undersigned Michael A. Zeligs and Elizabeth T. Zeligs are the sole shareholders of the said ASSIGNOR (the "Shareholders"),

WHEREAS, the Shareholders covenant and agree that such inventions and the Patent are properties that were not and will not be distributed in kind to its shareholders,

WHEREAS, the undersigned Michael A. Zeligs and Elizabeth T. Zeligs are the sole members of the Board of Directors of the said ASSIGNOR (the "Directors"),

and WHEREAS, **BioResponse, L.L.C.** ("ASSIGNEE") having a place of business at 568 Rembrandt Road, Boulder, Colorado 80302, is desirous of obtaining ASSIGNOR'S entire right, title and interest in, to and under the said invention and the Patent.

NOW, THEREFORE, the Directors hereby appoint Michael A. Zeligs, the President of the said ASSIGNOR, to liquidate ASSIGNOR's business and affairs, including disposing of its properties that will not be distributed in kind to its shareholders (the "Appointment"), and the Shareholders consent to the Appointment.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR'S entire right, title and interest in, to and under said inventions and the Patent, including the right to collect damages for past infringement, and the said United States application and all applications claiming priority thereto under 35 U.S.C. §119(e) and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND the ASSIGNOR HEREBY authorizes and requests the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants and agrees that ASSIGNOR has full right to convey the entire interest herein assigned, and that the ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the said invention and the said Patent, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the said invention and the said Patent.

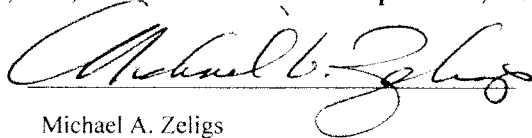
IN TESTIMONY WHEREOF, the undersigned, who is authorized to act on behalf of the said ASSIGNOR by the Appointment, hereunto set my hand and seal the day and year set opposite my signature.

ASSIGNOR: Health Resource Institute, Ltd., a dissolved Colorado corporation, 1995

Date:

7/29/10

Signature:



Typed Name:

Michael A. Zeligs

For and on behalf of Health Resource Institute, Ltd., a dissolved Colorado corporation, 1995 in his/her capacity as:

President

(Typed Position/Title)

State of Colorado)
County of Boulder) SS.:

A. Zelig On April 29th, 2010, before me, Lisa Cunningham, Notary Public, personally appeared Michael A. Zelig, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

My commission expires July 8, 2010

IN TESTIMONY WHEREOF, the Shareholders hereunto set our hands and seals the day and year set opposite our respective signatures.

SHAREHOLDERS of Health Resource Institute, Ltd., a dissolved Colorado corporation, 1995

Date:

5/5/10

Signature:

Michael A. Zelig

Typed Name:

Michael A. Zelig

State of Colorado)
County of Boulder) SS.:

A. Zelig On May 5th, 2010, before me, Lisa Cunningham, Notary Public, personally appeared Michael A. Zelig, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

My commission expires July 8, 2010

Date:

05/05/10

Signature:

Elizabeth T. Zelig

Typed Name:

Elizabeth T. Zelig

State of Colorado)
County of Boulder) SS.:

A. Zelig On May 5th, 2010, before me, Lisa Cunningham, Notary Public, personally appeared Elizabeth T. Zelig, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

My commission expires July 8, 2010

IN TESTIMONY WHEREOF, the Directors hereunto set our hands and seals the day and year set opposite our respective signatures.

DIRECTORS of Health Resource Institute, Ltd., a dissolved Colorado corporation, 1995

Date:

5/5/10

Signature:

Michael A. Zelig

Typed Name:

Michael A. Zelig

State of Colorado)
County of Boulder) SS.:

On May 5th, 2010, before me, Lisa Cunningham, Notary Public, personally appeared Michael A. Zelig, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Lisa Cunningham
exp 7/8/10

Date:

05/05/10

Signature:

Elizabeth T. Zelig

Typed Name:

Elizabeth T. Zelig

State of Colorado)
County of Boulder) SS.:

On May 5th, 2010, before me, Lisa Cunningham, Notary Public, personally appeared Elizabeth T. Zelig, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Lisa Cunningham

My commission expires July 8, 2010