

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael Cuzydlo	07/21/2010
RECEIVING PARTY DATA	
Name:	Piramal Critical Care, Inc.
Street Address:	50 Cobham Drive
City:	Orchard Park
State/Country:	NEW YORK
Postal Code:	14127
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12813155
CORRESPONDENCE DATA	
Fax Number:	(412)288-3063
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-288-3131
Email:	ptoipinbox@reedsmith.com
Correspondent Name:	Natasha M. Robinson, Reed Smith LLP
Address Line 1:	P.O. Box 488
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230
ATTORNEY DOCKET NUMBER:	09-40130-US(887319.20017)
NAME OF SUBMITTER:	Natasha M. Robinson
Total Attachments: 2 source=AssignmentExec#page1.tif source=AssignmentExec#page2.tif	

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MICHAEL CUZYDLO**, a citizen of the United States of America, ("ASSIGNOR"),

hereby sells, assigns and transfers to **PIRAMAL CRITICAL CARE, INC.**, a corporation, organized and existing under the laws of the State of Delaware, having an office at 50 Cobham Drive, Orchard Park, New York 14127 ("ASSIGNEE"), its successors, assigns or other legal representatives, the entire right, title and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions and political entities foreign to the United States of America, in and to:

all new subject matter ("SUBJECT MATTER") disclosed in the patent application ("APPLICATION") entitled

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filed on June 10, 2010, now bearing U.S. Application No.; 12/813,155

all applications for Letters Patent or similar legal protection to be obtained for the SUBJECT MATTER, including the APPLICATION, all applications claiming the benefit of priority from the APPLICATION, all divisional, continuation, continuation-in-part, substitute, and reissue applications, and all legal equivalents thereof;

all Letters Patent or similar legal protection to be obtained for the SUBJECT MATTER, including all original and reissue patents, all re-examination certificates, all legal equivalents thereof, and all renewals and extensions thereof;

any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present and future infringement of, or liabilities for, all Letters Patent or similar legal protection to be obtained for the SUBJECT MATTER; and

all rights to apply for and receive, in the name of the ASSIGNEE, all Letters Patent or similar legal protection for the SUBJECT MATTER.

ASSIGNOR hereby represents, warrants and covenants that he has the full right to convey his entire right, title and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into which would affect the rights, titles and interests conveyed herein.

ASSIGNOR hereby agrees to do the following, when requested, and without additional compensation, in order to carry out in good faith the intent of this assignment:

promptly execute and deliver to the ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney and other instruments that ASSIGNEE may consider necessary or desirable to apply for, obtain, perfect, maintain, issue and enforce all Letters Patent or similar legal protection for the SUBJECT MATTER, including assisting in the prosecution of all applications for Letters Patent or similar legal protection that may be made;

cooperate with the ASSIGNEE in every way possible in any interference, litigation, mediation, arbitration or other proceeding regarding the SUBJECT MATTER, any applications for Letters Patent or similar legal protection which include the SUBJECT MATTER, or any Letters Patent or similar legal protection for the SUBJECT MATTER, including promptly providing to the ASSIGNEE all pertinent facts and documents which are known and accessible to ASSIGNORS relating to the SUBJECT MATTER, any applications for Letters Patent or similar legal protection which include the SUBJECT MATTER, or any Letters Patent or similar legal protection for the SUBJECT MATTER, and testifying as to the same in any proceeding; and

provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

ASSIGNOR hereby grants the firm of Reed Smith LLP the authority and power to insert on this document any further information that may be necessary or desirable for purposes of recordation in the United States Patent & Trademark Office or similar offices of any foreign country.

This assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same assignment.

IN WITNESS WHEREOF, We have hereunto set our hands and seals.


Michael Cuzydlo

7/21/10
Date