

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Fenmei Yao</td> <td>02/06/2009</td> </tr> <tr> <td>Mark A. Gallop</td> <td>02/06/2009</td> </tr> <tr> <td>Ronald W. Barrett</td> <td>02/10/2009</td> </tr> <tr> <td>Peter A. Virsik</td> <td>02/23/2009</td> </tr> </tbody> </table>		Name	Execution Date	Fenmei Yao	02/06/2009	Mark A. Gallop	02/06/2009	Ronald W. Barrett	02/10/2009	Peter A. Virsik	02/23/2009
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Fenmei Yao	02/06/2009										
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Ronald W. Barrett	02/10/2009										
Peter A. Virsik	02/23/2009										
RECEIVING PARTY DATA											
Name:	XenoPort, Inc.										
Street Address:	3410 Central Expressway										
City:	Santa Clara										
State/Country:	CALIFORNIA										
Postal Code:	95051										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12962472</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12962472						
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Application Number:	12962472										
CORRESPONDENCE DATA											
Fax Number:	(303)629-3450										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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Correspondent Name:	Timothy A. Worrall / Dorsey & Whitney LL										
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Address Line 2:	Republic Plaza Building, Suite 4700										
Address Line 4:	Denver, COLORADO 80202-5647										
ATTORNEY DOCKET NUMBER:	P190019.US.03										
NAME OF SUBMITTER:	Elissa Asaro fbo Timothy A. Worrall										
Total Attachments: 4											

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**PATENT
 REEL: 025477 FRAME: 0640**

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ASSIGNMENT

WHEREAS I/We, the below named inventor(s), hereinafter referred to as Assignor(s), have made an invention entitled:

CRYSTALLINE FORMS OF A (3S)-AMINOMETHYL-5-METHYL-HEXANOIC ACID PRODRUG AND METHODS OF USE

for which I/We executed a utility patent application for United States Letters Patent concurrently herewith or filed an application for a utility patent application for United States Letters Patent on January 23, 2009 (Application No. 12/358,454) ("the Utility Application") and executed or filed a Patent Cooperation Treaty patent application in the United States Receiving Office, which application may be identified in the United States Patent and Trademark Office as International Application No. PCT/US09/31867, filed January 23, 2009 and a Taiwan Patent Application No. 98103335 ("the Foreign Applications"); and

WHEREAS, **XenoPort, Inc.**, a corporation of Delaware, whose post office address is 3410 Central Expressway, Santa Clara, CA 95051 (hereinafter referred to as Assignee),

by an earlier Assignment recorded on February 28, 2008, at Reel 0202622, Frame 0600, owns all right, title and interest in and to U.S. Provisional Patent Application No. 61/023,808 filed on January 25, 2008,

by an earlier Assignment recorded on February 28, 2008, at Reel 020578, Frame 0293, owns all right, title and interest in and to U.S. Provisional Patent Application No 61/023,813 filed on January 25, 2008, and

by an earlier Assignment recorded on January 22, 2009, at Reel 022142, Frame 0467, owns all right, title and interest in and to U.S. Provisional Patent Application No. 61/121,859, filed on December 11, 2008, and

is desirous of securing the entire right, title, and interest in and to this invention in the Foreign Applications and in all countries throughout the world, and in and to the Utility Application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention and the Utility Application and Foreign Applications, and any, non-provisional, divisions, and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and international, foreign regional and convention applications corresponding thereto, countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any and all reissues thereof, and all rights to claim priority on the basis of above provisional application, Utility Application, as well as all rights to claim priority on the basis of the Utility Application and Foreign Applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, reexaminations, renewals, reissues, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor(s) with respect to the filing of the applications for patents or securing the patents in the United States and countries foreign thereto (the "Patent Rights") thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country on said Patent Rights whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

WHEREAS, Assignee desires to acquire any and all right, title, and interest of Assignor(s) in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

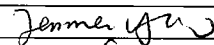
AND, I/WE HEREBY covenant that I/We have the full right, title, and authority, to convey any and all right, title, and interest in the Patent Rights assigned by this Assignment and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all provisional, non-provisional, divisional, continuation, continuing prosecutions, renewal, reissue, reexamined or extended applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties, and it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

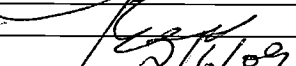
ASSIGNOR(S) HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and Foreign Applications and otherwise take advantage of the provisions of any international conventions.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

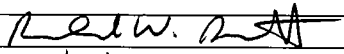
Name: Fenmei Yao
Address: 1902 Rock Street, A
Mountain View, CA 94043

By: 
Date: 2/6/09

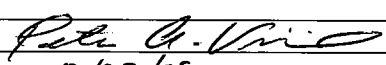
Name: Mark A. Gallop
Address: Xenoport, Inc.
3410 Central Expressway
Santa Clara, CA 95051

By: 
Date: 2/6/09

Name: Ronald W. Barrett
Address: 12900 Arroyo de Arguello
Saratoga, CA 95070

By: 
Date: 2/10/09

Name: Peter A. Virsik
Address: 131 Escanyo Way
Portola Valley, CA 94028

By: 
Date: 2/23/09

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor(s).

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

XENOPORT, INC.

Date: February 23, 2009

By:  _____

Name: D. Byron Miller

Title: Vice President, Chief Patent Counsel