

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANDRA BANACK	09/27/2003
SUSAN MURCH	09/27/2003
RECEIVING PARTY DATA	
Name:	NATIONAL TROPICAL BOTANICAL GARDENS
Street Address:	3530 Papalina Road
City:	Kalaheo, Kauai
State/Country:	HAWAII
Postal Code:	96741
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13015288
Application Number:	11837899
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NAME OF SUBMITTER:	Donna O. Perdue

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Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS
KNOW-HOW AND INVENTIONS

This Assignment of Intellectual Property, Know-How and Inventions (this "Assignment") is made as of this 27th day of September, 2003 by and between the following parties:

- National Tropical Botanical Garden, a corporation chartered by the Congress of the United States of America ("NTBG");
- Dr. Susan Murch, a Research Association of the NTBG;
- Dr. Sandra Banack, a Research Associate of the NTBG;
- Dr. Paul Alan Cox, Director and Chief Executive Officer of NTBG

and is made with reference to the following facts:

- A. Drs. Cox, Banack, and Murch have made and may continue to make certain discoveries relating to neurological diseases ("Discoveries").
- B. Drs. Cox, Banack, and Murch have agreed to assign to NTBG all rights relating to any Discoveries.
- C. Pursuant to an Amendment to Letter Agreement dated September 2003 by and between Dr. Cox and NTBG (the "Amendment"), Dr. Cox has agreed to assign to NTBG all rights relating to any Discoveries. Under the Amendment, NTBG, as consideration for such assignment, agrees to pay Dr. Cox fifty percent (50%) of any royalties and other compensation earned as a result of the Discoveries.
- D. Dr. Cox has agreed to pay Dr. Banack and Dr. Murch each one third (1/3) of the royalties and other compensation he receives from NTBG.

NOW THEREFORE, for valid mutual consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, NTBG, Dr. Cox, Dr. Banack, and Dr. Murch agree as follows:

1. Transfer by Drs. Banack and Dr. Murch. Each Employees hereby assigns, conveys and transfer to NTBG (as well as its successors and assigns), and NTBG herby accepts such assignment, conveyance and transfer of, the entire right, title and interest in and to any and all Intellectual Property concerning neurological diseases, know-how and inventions of any type or form relating to the Discoveries. For purposes of this Assignment, "Intellectual Property" means any and all intellectual property rights to and includes, without limitation, all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all the good will associated therewith, (iii) copyrights (registered and unregistered),

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY, KNOW-HOW AND INVENTIONS

moral rights and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential and proprietary information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable nor unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information) and (vii) copies and tangible embodiments thereof (in whatever form or medium).

2. Obligation to Prosecute. If NTBG identifies subject matter for patents, patent applications, or invention disclosures that result from the Discoveries, then NTBG shall have primary responsibility for the preparation, prosecution and maintenance of all patents in connection with the Discoveries. The cost of such preparation, prosecution and maintenance of such patents shall be paid by NTBG. Drs. Cox, Banack, and Murch agree as to all Discoveries to assist NTBG in every proper way to obtain and from time to time enforce patents on the Discoveries in any and all countries, and to that end Drs. Cox, Banack, and Murch will execute all documents for use in applying for and obtaining such patents thereon and enforcing the same, as NTBG may desire, together with any assignments thereof to NTBG or persons designated by NTBG. Drs. Cox, Banack, and Murch obligation to assist NTBG in obtaining and enforcing patents for the Discoveries in any and all countries shall continue beyond termination of their affiliation by NTBG for any reason. NTBG shall reimburse Drs. Cox, Banack, and Murch for reasonable expenses incurred in connection with such assistance. In the event that NTBG is unable for any reason whatsoever to secure Drs. Cox, Banack, and Murch signature to any lawful and necessary document required to apply for or execute any patent application with respect to the Discoveries (including renewals, extensions, continuations, divisions or continuations in part thereof), Drs. Cox, Banack, and Murch hereby irrevocably designates and appoints NTBG and its duly authorized officers and agents, as Drs. Cox, Banack, and Murch agents and attorneys-in-fact to act for and in Drs. Cox, Banack, and Murch behalf and instead of Drs. Cox, Banack, and Murch, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by the Drs. Cox, Banack, and Murch.

3. Royalties and Other Compensation. In consideration for the foregoing agreements, Dr. Banack and Dr. Murch shall each receive from Dr. Cox and Dr. Cox hereby agrees to pay to Dr. Banack and to Dr. Murch each one third (1/3) of the royalties and other compensation, including, but not limited to, advances and milestone payments, Dr. Cox receives from NTBG.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the state of Hawaii, without regard to the conflicts of law principles thereof.

5. Counterparts. This Assignment may be executed in one or more counterparts by NTBG, Drs. Cox, Banack, and Murch, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

NATIONAL TROPICAL
BOTANICAL GARDEN

By: Douglas M. Kinney
Name: Douglas M. Kinney
Title: Chairman of the Board of Trustees

Research Associate:

Susan Murch
Dr. Susan Murch

Research Associate:

Sandra Banack
Dr. Sandra Banack

Director:

Paul Alan Cox
Dr. Paul Alan Cox