## PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Lovelace Respiratory Research Institute	01/25/2011

#### **RECEIVING PARTY DATA**

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#### PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	60792738
Application Number:	11736471

## **CORRESPONDENCE DATA**

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**PATENT** 

REEL: 025769 FRAME: 0716

OF \$80.00 60/92/38

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ATTORNEY DOCKET NUMBER:	10-1416 (DW-2US)			
NAME OF SUBMITTER:	Gary D. Colby, Ph.D., J.D., Reg.No.40961			
Total Attachments: 3 source=Executed_Assignment_LRRI_to_Walkers#page1.tif source=Executed_Assignment_LRRI_to_Walkers#page2.tif source=Executed_Assignment_LRRI_to_Walkers#page3.tif				

PATENT REEL: 025769 FRAME: 0717

Attorney Docket No.: 10-1416 (DW-2US)

# **ASSIGNMENT**

WHEREAS Lovelace Respiratory Research Institute, a not-for-profit corporation organized under the laws of the state of New Mexico and having a place of business at 2425 Ridgecrest Drive, S.E., Albuquerque New Mexico 87108, hereinafter referred to as the "ASSIGNOR," caused to be filed:

- 1. "Broad Spectrum Antiviral and Methods of Use," a United States Provisional Patent Application having serial number 60/792,738, which was filed on 17 April 2006; and
- 2. "Broad Spectrum Antiviral and Methods of Use," a United States Non-Provisional Patent Application having serial number 11/736,471, which was filed on 17 April 2007,

the aforementioned patent applications individually and collectively referred to hereinafter as the "Patent Applications;" and

WHEREAS Dale M. Walker and Vernon E. Walker, each a named inventor for the Patent Applications, each being an individual residing at 10 Merion Way, Jericho Vermont 05465, and each individually referred to hereinafter as an "ASSIGNEE" and collectively as the "ASSIGNEES," are desirous of acquiring any and all of ASSIGNOR's rights, title, and interest in the Patent Applications and the invention(s) described therein;

NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the undersigned ASSIGNOR, hereby agrees to sell, assign, transfer, and convey and by these presents does sell, assign, transfer, and convey unto each of the ASSIGNEES, their successors, and assigns, an equal share of ASSIGNOR's entire right, title, and interest

in and to the invention(s) described in the Patent Applications for the territory of the United States and its possessions and territories and for the territory of all foreign countries worldwide;

in and to the Patent Applications and all related United States, international, and foreign patent applications that claim an invention disclosed in the Patent Applications, including provisional, non-provisional, divisional, continuation, Patent Cooperation Treaty, and foreign national and regional phase patent applications, together with all rights of priority created by such patent applications under any international treaty or convention relating thereto; and

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in and to all United States and foreign patents that may be granted from any of the Patent Applications or an international or foreign equivalent thereto, including any extensions, reissues, and reexamination certificates thereof;

such invention(s), applications(s), and patent(s) to be held and enjoyed by the ASSIGNEES, for the ASSIGNEES' own use and benefit, and for that of the ASSIGNEES' successors and assigns, until the end of the full term or terms for which such patent(s) may be granted, as fully and entirely as the same would have been held by the ASSIGNOR had this sale, assignment, transfer, and conveyance not been made.

ASSIGNOR agrees that, when requested, it will, without charge to the ASSIGNEES but at its own expense, have its authorized representative sign all papers, take all rightful oaths, make all rightful declarations, and cooperate and assist as necessary for the purpose of securing and maintaining patents or other forms of protection for the invention(s) in any and all countries, and for vesting title thereto in the ASSIGNEES or their successors or assigns. In the event that ASSIGNOR cannot practically perform these acts without consulting outside expert services and without extraordinary internal efforts (beyond ordinary acts incident to a transfer of intellectual property), ASSIGNOR and the ASSIGNEES will consult to determine a just and equitable division of costs and duties. In general, however, the ASSIGNEES will be responsible for drafting and filing of associated legal documents.

ASSIGNOR agrees that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose, and more particularly, in proof of the right of the ASSIGNEES, or their successors, assigns, and legal representatives to apply for patent or other protection for the invention(s), and to claim the benefits of the right of priority provided by any relevant international treaty or convention relating to any of the Patent Applications.

ASSIGNOR covenants with the ASSIGNEES, their successors, assigns, and legal representatives, that to the best of the ASSIGNOR's knowledge, the right, title, and interest herein conveyed by the ASSIGNOR to the ASSIGNEES are free and clear of any encumbrance and that the ASSIGNOR has the right to sell, assign, transfer, and convey the same.

Cianad

Name: William E. Bechtold, Ph.D.

Date

Title: Director of Technology Transfer

On behalf of

Lovelace Respiratory Research Institute

Attorney Docket No.: 10-1416 (DW-2US)

State of:	New Mexico	
County of:	Bernalillo	
the individual executed the sa Institute and fo	who executed the foregoing Assignme of his or her own free will on	Ind for the State and County aforesaid, known as gnment, who acknowledged to me that (s)he behalf of Lovelace Respiratory Research and intending Lovelace Respiratory Research
10.XWB8 PX 3647.AV	OFFICIAL SEAL Frances E. Laur	Notary Public  My Commission Expires: 2/20/2011

NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 20/20/