PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
APTUIT, INC.	01/12/2011

RECEIVING PARTY DATA

Name:	METABOLEX, INC.
Street Address:	3876 BAY CENTER PLACE
City:	HAYWARD
State/Country:	CALIFORNIA
Postal Code:	94545

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12886470

CORRESPONDENCE DATA

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NAME OF SUBMITTER: Gerald F. Swiss

Total Attachments: 2

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OP \$40.00 12886

PATENT REEL: 025991 FRAME: 0691

ASSIGNMENT - WORLDWIDE

APTUIT, INC. (hereinafter referred to as "ASSIGNOR"), having is principal place of business at TWO GREENWICH OFFICE PARK, GREENWICH, CT 06831, is the owner of an undivided interest in the entire right, title and interest of the invention disclosure relating to

SUBSTITUTED TETRAZOL-1-YL-PHENOXYMETHYL-THIAZOL-2-YL-PIPERIDINYL-PYRIMIDINE SALTS

by virtue of the ASSIGNMENT from MARK ANDRES, IGOR IVANISEVIC, EKATERINA ALBERT and PATRICIA ANDRES (a copy of which is attached) and recorded with the United States Patent and Trademark Office. ASSIGNOR hereby sells, assigns, and transfers, unto

METABOLEX, INC. 3876 BAY CENTER PLACE HAYWARD, CALIFORNIA 94545

(hereinafter referred to as "ASSIGNEE") Its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries as set forth in this United States Patent Application Serial No. 12/886,470, filed September 20, 2010 as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and Interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-Identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the international Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to Issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement

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purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

Executed this 12th day of January, 2011.

Signature

Name

Title

little

for

APTUIT, INC.

TWO GREENWICH OFFICE PARK GREENWICH, CT 06831