

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Cory J. Berkland</td> <td>03/17/2011</td> </tr> <tr> <td>Lianjun Shi</td> <td>04/14/2011</td> </tr> <tr> <td>Nashwa El Gendy</td> <td>03/17/2011</td> </tr> <tr> <td>Carl Plumley</td> <td>05/12/2011</td> </tr> <tr> <td>Mark Bailey</td> <td>03/23/2011</td> </tr> </tbody> </table>		Name	Execution Date	Cory J. Berkland	03/17/2011	Lianjun Shi	04/14/2011	Nashwa El Gendy	03/17/2011	Carl Plumley	05/12/2011	Mark Bailey	03/23/2011
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>University of Kansas</td> </tr> <tr> <td><b>Street Address:</b></td> <td>2385 Irving Hill Road</td> </tr> <tr> <td><b>Internal Address:</b></td> <td>Youngberg Hall</td> </tr> <tr> <td><b>City:</b></td> <td>Lawrence</td> </tr> <tr> <td><b>State/Country:</b></td> <td>KANSAS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>66045-7563</td> </tr> </table>		<b>Name:</b>	University of Kansas	<b>Street Address:</b>	2385 Irving Hill Road	<b>Internal Address:</b>	Youngberg Hall	<b>City:</b>	Lawrence	<b>State/Country:</b>	KANSAS	<b>Postal Code:</b>	66045-7563
<b>Name:</b>	University of Kansas												
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
Fax Number: (713)229-7789 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 713.229.1234 Email: nicci.fowler@bakerbotts.com Correspondent Name: Baker Botts L.L.P Address Line 1: 910 Louisiana Street, One Shell Plaza Address Line 4: HOUSTON, TEXAS 77002													
<b>ATTORNEY DOCKET NUMBER:</b>	079674.0125												
<b>NAME OF SUBMITTER:</b>	Nicci Fowler												

CH \$40.00 12954509

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**PATENT**  
 REEL: 026353 FRAME: 0124

**Total Attachments: 8**

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**PATENT**

**REEL: 026353 FRAME: 0125**

## ASSIGNMENT OF INVENTION

This assignment ("Assignment") is made by the undersigned inventor(s) of residence as listed (collectively, the "Assignors") to **UNIVERSITY OF KANSAS** ("Assignee"), having a place of business at Youngberg Hall, 2385 Irving Hill Road, Lawrence, Kansas 66045-7563, USA.

### RECITALS

A. The Assignors have invented a new and useful invention entitled **NANOCLUSTERS COMPOSITIONS AND METHODS** for which a CIP application was filed on November 24, 2010 in the United States Patent and Trademark Office (U.S. Serial No: 12/954,509.) (This application is a continuation-in-part of PCT/US/09/50565, entitled "Nanoclusters for Delivery of Poorly Water Soluble Drug Nanoparticles," filed on July 14, 2009, which claims the benefit of Provisional application Nos. 61/081,034, filed on July 15, 2008 and 61/081,037, filed on July 16, 2008, and also a continuation-in-part of U.S. Patent Application Serial No. 12/261,907, entitled "Nanoclusters for Delivery of Therapeutics," filed on October 30, 2008, and also a continuation-in-part of U.S. Patent Application Serial No. 12/261,873, entitled "Nanoclusters for Delivery of Therapeutics," filed on October 30, 2008, both of which are divisionals of U.S. Patent Application Serial No. 11/610,986, filed on December 14, 2006, which claims the benefit of Provisional application No. 60/751,172, all of which are incorporated by reference).

B. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee their entire right, title, and interest in and to the above-identified invention, in any form or embodiment thereof, whether or not claimed in any patent or patent application, patent application, and patent application that may be filed throughout the world and all Letters Patent that may be granted or issued, for the invention or that derive a right of priority from the application (including without limitation, all divisional, continuation, continuation-in-part, request for continued examination, and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (the invention, patent application, and Letters Patent collectively, the "Invention").

### AGREEMENT

NOW, THEREFORE, in accordance with their obligations to assign the Invention, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign, and transfer to Assignee such Assignor's entire right, title, and interest in and to the Invention, including, without limitation, the rights to file foreign patent applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Invention in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Invention in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Invention, in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Invention in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each Invention to Assignee, its successors and assigns, as the assignee of the entire interest in such Letters Patent.

4. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee.

Signature: *Cory J. Berkland*  
Name: Cory J. Berkland

Date: 3/12/11

Residence (City, County, State): Lawrence, Douglas, Kansas

Citizenship: United States of America

Post Office Address: 1117 E 1264 Rd  
Lawrence, Kansas 66047

In the State of Kansas §  
§  
In the County of Douglas §

Before me, the undersigned authority, on this 17<sup>th</sup> day of March, 2011 personally appeared **Cory J. Berkland**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



*Nancy Helm*  
Notary or Consular Officer

Attorney Docket No.  
079674.0125

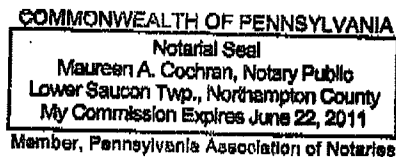
## ASSIGNMENT

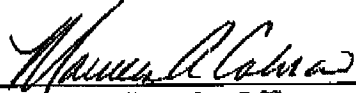
4

Signature: Name: Lianjun ShiDate: 4/14/2011Residence (City, County, State): Bridgewater, Somerset, New JerseyCitizenship: United States of AmericaPost Office Address: 1503 Doolittle Drive  
Bridgewater, New Jersey 08807

PENNSYLVANIA  
In the State of ~~New Jersey~~ PA §  
NORTHAMPTON §  
In the County of ~~Somerset~~ PA §

Before me, the undersigned authority, on this 14<sup>th</sup> day of April, 2011  
personally appeared Lianjun Shi, known to me to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he executed the same of his own free will for  
the purposes and consideration therein expressed.



  
Notary or Consular Officer  
my commission Expires  
6/22/11

Signature: Nashwa El Gendy  
Name: Nashwa El Gendy

Date: 03/17/11

Residence (City, County, State): Cairo, Egypt

Citizenship: United States of America Egypt

Post Office Address: 2430 W 25th St # 25-3  
Lawrence, KS 66047

In the State of Kansas §  
§  
In the County of Douglas §

Before me, the undersigned authority, on this 17th day of March, 2011 personally appeared **Nashwa El Gendy**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Nancy Helm  
Notary or Consular Officer

Signature:   
Name: Carl Plumley

Date: 5/12/2011


Residence (City, County, State): Little Rock, Pulaski, Arkansas

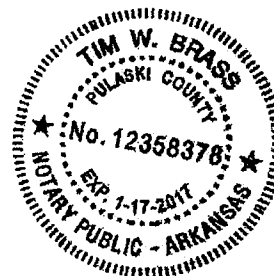
Citizenship: United States of America

Post Office Address: 2317 W. Markham St. Apt B  
Little Rock, AR 72205

In the State of Arkansas §  
§  
In the County of Pulaski §

Before me, the undersigned authority, on this 12<sup>th</sup> day of May, 2011  
personally appeared **Carl Plumley**, known to me to be the person whose name is subscribed to  
the foregoing instrument and acknowledged to me that he executed the same of his own free will  
for the purposes and consideration therein expressed.

  
Notary or Consular Officer





Signature: \_\_\_\_\_



Name: Mark Bailey

Date: \_\_\_\_\_

23 March 2011

Residence (City, County, State): Mountain View, Santa Clara, California

Citizenship: United States of America

Post Office Address: 111 North Rengstorff Ave., Apt. 98  
Mountain View, California 94043

In the State of California §

§

In the County of Santa Clara §

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared **Mark Bailey**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

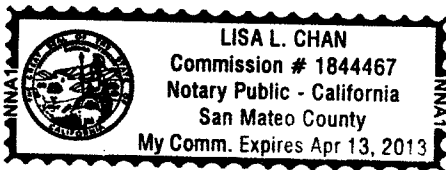
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 3/23/2011 before me, Lisa L. Chan  
Date Here Insert Name and Title of the Officer

personally appeared Mark Bailey  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment of Invention

Document Date: 3/23/2011 Number of Pages: Seven

Signer(s) Other Than Named Above: NA

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Bailey

- ☒ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
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