

# 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>Steven F. Levesque</td> <td>07/14/2011</td> </tr> <tr> <td>Geoffrey H. Jenkins</td> <td>08/01/2011</td> </tr> <tr> <td>Robert L. Standley</td> <td>07/12/2011</td> </tr> <tr> <td>Matthew P. Johnson</td> <td>07/21/2011</td> </tr> <tr> <td>Daniel A. Dube Jr.</td> <td>07/14/2011</td> </tr> </tbody> </table>		Name	Execution Date	Steven F. Levesque	07/14/2011	Geoffrey H. Jenkins	08/01/2011	Robert L. Standley	07/12/2011	Matthew P. Johnson	07/21/2011	Daniel A. Dube Jr.	07/14/2011
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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>Valeritas, Inc.</td> </tr> <tr> <td><b>Street Address:</b></td> <td>750 Route 202 South</td> </tr> <tr> <td><b>Internal Address:</b></td> <td>Suite 100</td> </tr> <tr> <td><b>City:</b></td> <td>Bridgewater</td> </tr> <tr> <td><b>State/Country:</b></td> <td>NEW JERSEY</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>08807</td> </tr> </table>		<b>Name:</b>	Valeritas, Inc.	<b>Street Address:</b>	750 Route 202 South	<b>Internal Address:</b>	Suite 100	<b>City:</b>	Bridgewater	<b>State/Country:</b>	NEW JERSEY	<b>Postal Code:</b>	08807
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<b>PROPERTY NUMBERS Total: 2</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (215)963-5001  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2159634816        Email: jhemmer@morganlewis.com        Correspondent Name: John L. Hemmer        Address Line 1: 1701 Market St.        Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	101085-5012US												

CH \$80.00 13156839

**501612420**

**PATENT**  
**REEL: 026680 FRAME: 0248**

NAME OF SUBMITTER:

John L. Hemmer

Total Attachments: 7

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**ASSIGNMENT**

**WHEREAS, WE, Steven F. LEVESQUE**, a citizen of the United States of America, with a post office address of P.O. Box 514, North Pembroke, MA 02358-0515, **Geoffrey H. JENKINS**, a citizen of the United States of America, with a post address of 204 Hayfield Lane, Wayland, MA 01778, **Robert L. STANDLEY**, a citizen of the United States of America, with a post office address of 4 Old Meadow Lane, Acton, MA 01720, **Matthew P. JOHNSON**, a citizen of the United States of America, with a post address of 38 Columbus Rd., Boylston MA, 01505-1438, and **Daniel A. DUBE Jr.**, a citizen of the United States of America, with a post address of 310 Church Street, Putnam, CT 06260 hereinafter generally referred to individually as "ASSIGNOR" or collectively as "ASSIGNORS," have invented certain new and useful inventions entitled:

**"Fluid Delivery Needle Retraction Mechanisms, Cartridges Expandable Hydraulic Fluid Seals"**

that are described in U.S. Patent Application No. 13/156,839 filed June 9, 2011 and an International PCT Application having Application No. PCT/US11/39771 filed June 9, 2011 ("Inventions") naming the above ASSIGNORS as inventors and/or applicants.

**WHEREAS, Valeritas, Inc.**, a corporation having a place of business at 750 Route 202 South, Suite 100, Bridgewater, NJ 08807 hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

**NOW, THEREFORE**, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent applications, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent applications and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or

Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGES FOLLOW)

7-14-11  
(Date)

  
Steven F. LEVESQUE

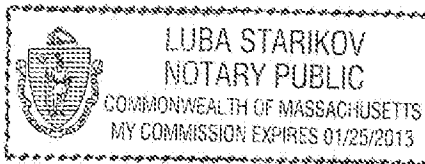
STATE OF :  
: ss.  
COUNTY OF :

Before me, a notary public in and for the State and County aforesaid, on this 14 day of July, 2011, personally appeared **Steven F. LEVESQUE**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the inventions entitled **Fluid Delivery Needle Retraction Mechanisms, Cartridges Expandable Hydraulic Fluid Seals** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public



My Commission Expires:



08-01-11  
(Date)

  
Geoffrey H. JENKINS

STATE OF

:

: ss.

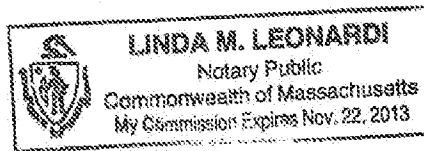
COUNTY OF

:

Before me, a notary public in and for the State and County aforesaid, on this 1 day of August, 2011, personally appeared **Geoffrey H. JENKINS**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the inventions entitled **Fluid Delivery Needle Retraction Mechanisms, Cartridges Expandable Hydraulic Fluid Seals** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

My Commission Expires:



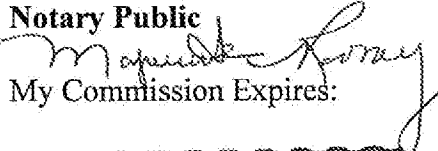
12 July 2011  
(Date)

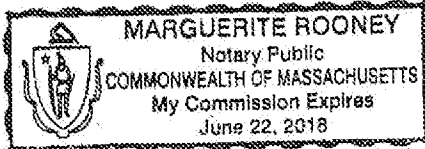
  
Robert L. STANDLEY

STATE OF Massachusetts :  
: ss.  
COUNTY OF Worcester :

Before me, a notary public in and for the State and County aforesaid, on this 12 day of July, 2011, personally appeared **Robert L. STANDLEY**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the inventions entitled **Fluid Delivery Needle Retraction Mechanisms, Cartridges Expandable Hydraulic Fluid Seals** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

  
My Commission Expires:



July 21 2011  
(Date)

Matthew P. Johnson  
Matthew P. JOHNSON

STATE OF MA :  
: ss.  
COUNTY OF Worcester :

Before me, a notary public in and for the State and County aforesaid, on this 21 day of July, 2011, personally appeared **Matthew P. JOHNSON**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the inventions entitled **Fluid Delivery Needle Retraction Mechanisms, Cartridges Expandable Hydraulic Fluid Seals** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Mary C. Oldham  
Notary Public

My Commission Expires: 3-16-18



MARY C. OLDHAM  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 3-16-2018



7/14/11  
(Date)

Daniel A. Dube Jr.  
**Daniel A. DUBE Jr.**

STATE OF

:

: ss.

COUNTY OF

:

Before me, a notary public in and for the State and County aforesaid, on this 14 day of July, 2011, personally appeared **Daniel A. DUBE Jr.**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the inventions entitled **Fluid Delivery Needle Retraction Mechanisms, Cartridges Expandable Hydraulic Fluid Seals** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

Luba Starikov

My Commission Expires:

