

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dmitry Samarsky	02/17/2011
Tod M. Woolf	02/18/2011
RECEIVING PARTY DATA	
Name:	RXi Pharmaceuticals Corporation
Street Address:	60 Prescott Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01605
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13054696
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
Phone:	617-646-8000
Email:	heather.mclennand@wolfgreenfield.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Wolf, Greenfield & Sacks, PC
Address Line 1:	600 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	R0659.70002US02
NAME OF SUBMITTER:	Helen C. Lockhart
Total Attachments: 6 source=R065970002US02-ASGN-OMJ#page1.tif source=R065970002US02-ASGN-OMJ#page2.tif source=R065970002US02-ASGN-OMJ#page3.tif source=R065970002US02-ASGN-OMJ#page4.tif source=R065970002US02-ASGN-OMJ#page5.tif source=R065970002US02-ASGN-OMJ#page6.tif	

CH \$40.00 13054696

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **RXi Pharmaceuticals Corporation**, a Delaware corporation, having a place of business at **60 Prescott Street; Worcester, Massachusetts 01605**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on **January 18, 2011** under No. **13/054,696**, bearing Attorney Docket No. **R0659.70002US02**, and entitled **PHAGOCYtic CELL DELIVERY OF RNAI**, and in and to the application and all corresponding non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea, as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent;
2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions in its own name; and when requested, without charge to but at the expense of the Assignee, I agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and for vesting title to the inventions and all applications for patents and all patents on the inventions, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and non-US patent authorities to issue the Letters Patent to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation;
5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Feb 17, 2011
Date

D. Samarsky
Inventor: Dmitry Samarsky
Address: 15 Wayside Road
Westborough, MA 01581
Citizenship: US

STATE/Commonwealth of Massachusetts
COUNTY OF Worcester:

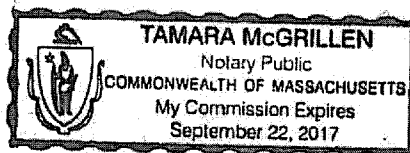
On this 17th day of February, 2011, before me, the undersigned notary public, personally appeared Dmitry Samarsky, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Tamara McGrillen
Notary Public

My commission expires:

9/22/17



Date

Inventor: Tod M. Woolf

Address: 14 Babe Ruth Drive

Sudbury, MA 01776-1942

Citizenship: US

STATE/Commonwealth of _____
County of _____;

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared _____ Tod M. Woolf _____, proved to me through satisfactory evidence of identification, which were _____, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Notary Public

My commission expires: _____

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **RXi Pharmaceuticals Corporation**, a Delaware corporation, having a place of business at **60 Prescott Street; Worcester, Massachusetts 01605**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on **January 18, 2011** under No. **13/054,696**, bearing Attorney Docket No. **R0659.70002US02**, and entitled **PHAGOCYtic CELL DELIVERY OF RNAI**, and in and to the application and all corresponding non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea, as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent;
2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions in its own name; and when requested, without charge to but at the expense of the Assignee, I agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and for vesting title to the inventions and all applications for patents and all patents on the inventions, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and non-US patent authorities to issue the Letters Patent to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation;
5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Date

Inventor: Dmitry Samarsky

Address: 15 Wayside Road

Westborough, MA 01581

Citizenship: US

STATE/Commonwealth of _____
COUNTY OF _____:

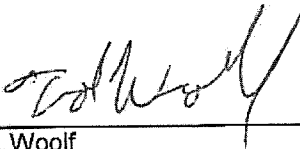
On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared Dmitry Samarsky, proved to me through satisfactory evidence of identification, which were _____, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Notary Public

My commission expires: _____


Date Feb. 18th 2011

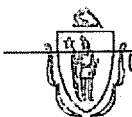
Inventor: 
Address: 14 Babe Ruth Drive
Sudbury, MA 01776-1942
Citizenship: US

STATE/Commonwealth of Massachusetts
COUNTY OF Middlesex:

On this 18 day of February, 2011, before me, the undersigned notary public, personally appeared Tod M. Woolf, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL


Notary Public

My commission expires:  LISA I. GREENHUT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 18, 2011