

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Remove: US Patent No. 5780902 previously recorded on Reel 027668 Frame 0982. Assignor(s) hereby confirms the Insert: US Patent No. 5780487.
CONVEYING PARTY DATA	
Name	Execution Date
SAM AMER & CO, INC.	11/14/2011
RECEIVING PARTY DATA	
Name:	VENTRUS BIOSCIENCES, INC.
Street Address:	99 HUDSON STREET, 5TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5780487
CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
Phone:	919-286-8000
Email:	joannajoslyn@mvalaw.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:	MOORE & VAN ALLEN, PLLC
Address Line 1:	PO BOX 13706
Address Line 4:	RTP, NORTH CAROLINA 27709
ATTORNEY DOCKET NUMBER:	035506-000
NAME OF SUBMITTER:	Marianne Fuierer
Total Attachments: 5 source=Assignment_11142011#page1.tif source=Assignment_11142011#page2.tif source=Assignment_11142011#page3.tif source=Assignment_11142011#page4.tif source=Assignment_11142011#page5.tif	

OP \$40.00 5780487

ASSIGNMENT OF PATENTS

WHEREAS, Sam Amer & Co, Inc., a California corporation ("Seller") is the owner of all interest in the inventions disclosed in the United States patents and patent applications listed in Schedule A (collectively, the "Patents"), which are attached hereto and incorporated by reference herein.

WHEREAS, Ventrus Biosciences, Inc. a Delaware corporation ("Buyer") desires to acquire an interest therein.

WHEREAS, the Seller and Buyer have entered into that certain Asset Purchase Agreement dated June 3, 2011 pursuant to which the Seller has sold and the Buyer has, among others, purchased all right, title, and interest in, to and under the Patents.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Seller has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said Buyer, its successors, assigns, and legal representatives, Seller's entire right, title and interest in and throughout the United States of America, its territories and possessions, and all foreign countries, in and to the Patents, and such patents as may issue thereon or claim priority under law or international convention; including but not limited to PCT Applications, conversions, continuations, divisionals, reissues, renewals, reexaminations, and other filings related to such Patents, together with all claims by Seller for damages by reason of past infringement of such Patents with the right to sue for, and collect the same for Buyer's own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives; said Patents to be held and enjoyed by said Buyer for its own use and behalf, and for its successors, assigns and legal representatives, to the full end of the term for which said Patents may be granted as fully and entirely as the same would have been held by Seller had this assignment and sale not been made; Seller hereby conveys all of Seller's rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by such Patents. Seller hereby acknowledges that this assignment, carries with it the right in Buyer to apply for and obtain from competent authorities in all countries of the world any and all Patents by attorneys and agents of Buyer's selection and the right to procure the grant of all Patents to Buyer for its own name as Buyer of Seller's entire right, title and interest therein.

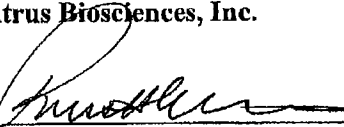
AND, Seller hereby further agrees for itself and its successors, assigns and legal representatives to execute upon reasonable request, and at Buyer's expense, any other lawful documents and likewise to perform any other lawful acts which may be reasonably deemed necessary to secure fully the aforesaid inventions to said Buyer, its successors, assigns, and legal representatives, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved.

AND, Seller hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record Buyer as the owner of the Patents and to issue any applications as shall be granted upon such Patents, notices and any other communications and documents bearing on the Patents based thereon, to said Buyer, its successors, assigns, and legal representatives.

AND, this assignment is binding on Seller, and its successors and assigns, and will inure to the benefit of Buyer, its successors and assigns, and shall be construed and enforced in accordance with the laws of the state of New York without regard to the conflict or choice of law rules of New York or any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Assignment of Patents as of the day and year first above written.

Ventrus Biosciences, Inc.

By: 

Title: CEO

Date: November 14, 2011

Sam Amer & Co, Inc.

By: _____

Title: _____

Date: _____

other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved.

AND, Seller hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record Buyer as the owner of the Patents and to issue any applications as shall be granted upon such Patents, notices and any other communications and documents bearing on the Patents based thereon, to said Buyer, its successors, assigns, and legal representatives.

AND, this assignment is binding on Seller, and its successors and assigns, and will inure to the benefit of Buyer, its successors and assigns, and shall be construed and enforced in accordance with the laws of the state of New York without regard to the conflict or choice of law rules of New York or any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Assignment of Patents as of the day and year first above written.

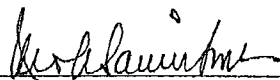
Ventrus Biosciences, Inc.

By: _____

Title: _____

Date: _____

Sam Amer & Co, Inc.

By: 

Title: President

Date: November 14, 2011

Schedule A to
Assignment of Patents

Patents and Patent Applications

Patents and Patent Applications

“Treatment of Hemorrhoids with 5-HT₂ Antagonists”

US Patent No. 5,266,571,

PCT/US93/01485

Europe (EP 0684816) (validated in Austria, Belgium, Denmark, France, Germany, Great Britain, Greece, Ireland, Luxemburg, Netherland, Portugal, Spain, Switzerland/Lit, and Sweden,)

Japan (8507058)

Korea (0278522)

Canada (2156481)

Australia (678149)

“5-HT₂ Receptor Antagonist Compositions Useful in Treating Venous Conditions”

U.S. Patent No. 5,605,902

“S-2’-[2-(1-Methyl-2-Piperidyl) ethyl] Cinnamanilide”

US Patent No. 5,780,487

PCT/US98/01304

Europe (EP 0973741) (validated in Germany, Great Britain, France, Switzerland, and Spain),

Japan (3492378),

Norway (318443)

Australia (750603)

Canada (2282840)

Korea (1019997007763)

Australia (6037798)

“Methods and Compositions for Treating Internal and External Hemorrhoids”

US Patent Application No. 12/860,974 filed on August 23, 2010

PCT International Application No. PCT/US2010/046260, filed on August 23, 2010

“Method for Treating Pulmonary Arterial Hypertension”

PCT International Application No. PCT/US2009/060458, filed on October 13, 2009

US. Patent Application No. .2010/0099707

Australia (AU 2009307901)

Europe (EP 2346511)

Canada (2739489)

“Methods and Compositions for Treating Hemorrhoids While Providing Local Anesthetic and Anti-inflammatory Effects”

PCT International Application to be filed

20214.30-674816 v2

RECORDED: 02/09/2012

PATENT
REEL: 027684 FRAME: 0365