## PATENT ASSIGNMENT

## Electronic Version v1.1

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SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY DATA						
Name Execution Date						
Aptuit, Inc.				11/18/2011		
RECEIVING PARTY DATA						
Name: Aptuit (West Lafayette), LLC						
Street Address: 3065 Kent Avenue						
City:	West Lafayett	е				
State/Country:	tate/Country: INDIANA					
Postal Code:	47906					
PROPERTY NUMBERS Total: 1						
Property Ty	уре		Number			
Application Number:		12601	270			
CORRESPONDENCE DATA						
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Correspondent Name:						
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ATTORNEY DOCKET NUMBER:			004.0014(18)-US00			
NAME OF SUBMITTER:			Aaron M. Raphael			
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John Altre, EVP, General Consel Aptuin Fric.

## CORPORATE WORLDWIDE ASSIGNMENT

WHEREAS, this patent assignment (the "Assignment") is made as of <u>Addaced and existing under the Constitution and other laws of the State of Delaware (collectively,</u> "Assignor") possesses the right, title, and interest for and in the patent applications and patents listed on <u>Schedule A1</u> ("the Inventions"); and

WHEREAS, Aptuit (West Lafayette), LLC, a corporation organized and existing under the Constitution and other laws of the State of Delaware (collectively, "Assignee"), is desirous of acquiring Assignor's entire right, title, and interest in and to the Inventions In all countries throughout the world, and in and to the applications for Letters Patent in all countries throughout the world on the Inventions and any Letters Patent to be issued from the Inventions, including all continuation applications, divisional applications, reissues, and reexaminations and all Letters Patent throughout the world which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the Inventions, and all applications for Letters Patent which may hereafter be filed for the Inventions in any foreign country (including any PCT International applications), and all Letters Patent which may be granted on the Inventions in any foreign country, and all extensions, renewals, divisional applications, and raissues thereof (all of Assignor's right, title, and interest referred to in this paragraph are hereinafter collectively referred to as the "Rights");

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that they have sold, assigned, transferred, and conveyed absolutely to Assignee, and by way of further assurances do hereby sell, assign, transfer, and convey absolutely to Assignee, its lawful successors and assigns. Assignor's entire right, title, and interest in and to the aforesaid Rights in existence as of the Effective Date.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any appropriate official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent under said Rights to Assignee, its successors and assigns, in accordance with the terms of this Assignment; and

ASSIGNOR hereby covenants that Assigner has the full right to convey the interest assigned by this Assignment, and that Assigner has not executed and will not execute any agreement in conflict with this Assignment;

AND, the aforesaid Assignment includes the Assignor's right in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND, nothing in this Assignment shall be construed as (i) a warranty or representation by Assignor as to the validity or scope of any Rights, (ii) a warranty or representation that anything made, used, imported, developed, promoted, offered for sale, sold, or otherwise disposed of under the Rights does not or will not infringe patents, trade secrets, or other proprietary rights of third parties; (iii) a representation or warranty of operability or that development of a commercial product is possible; (iv) any other representations or warranties, either express or implied, unless specified herein; (v) directly or indirectly operating or applying as a waiver of sovereign immunity by the state of Delaware; or (vi) imposing any obligation or any liability on any party contrary to the laws of the state of Delaware. ALL RIGHTS ARE ASSIGNED HEREUNDER "AS IS." ASSIGNOR DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE RIGHTS.

ASSIGNOR further covenants and agrees that, upon request of Assignee, Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Inventions, sign and deliver all lawful papers when called upon to do so, including Declarations, Oaths, Powers of Attorney, Assignments, and Affidavits for or in relation to the Inventions and any continuation applications, divisional applications, reissues, and re-examinations, and to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for the Inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

The undersigned hereby authorize the firm of J.A. Lindeman & Co. PLLC to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.

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IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have hereunto set their hands and seals on the date after their signatures.

## "ASSIGNOR"

Aptuit, Inc.
Print name and title; John Fikre, EVP, General Counsel
(sign)fhi Un
date: November 18,2011
State of CT ) County of Fairfield )
On this the $18^{H}$ day of <u>November</u> , 2011 before me personally appeared the foregoing assignment, and acknowledged the signing of same as his free act and deed.
Notary Public Jennier L. Demares Notary Public My Commission Expires Aug. 31, 2012
My commission expires
"ASSIGNEE"
Aptuit (West Lafayette), LLC
Print name and title: John Fikre, EVP, General Cousel
(sign)h
date:November 18, 2011
State of CT County of Fairfield
On this the 18 <sup>th</sup> day of <u>November</u> , 2011 before me personally appeared <u>Ochon Filline</u> to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.
- Charles X. Dinace
Notary Public Notary Public, State of Connecticut My Commission Expires Aug. 31, 2012

PATENT REEL: 027834 FRAME: 0976

Country	App. No. or Serial No.	Title
U.S.	60/939,389	Preparation of Mannitol Modification III
CA	2,687,813	Preparation of Mannitol Modification III
IN	8357/DELNP/2009	Preparation of Mannitol Modification III
U.S.	12/601,270	Preparation of Mannitol Modification III
PCT	PCT/US2008/064362	Preparation of Mannitol Modification III

Schedule A.1

RECORDED: 03/09/2012