#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
David A. Wink	05/10/2012
Wilmarie Flores-Santana	05/10/2012
S. Bruce King	06/21/2012
Murali Krishna Cherukuri	05/10/2012
James B. Mitchell	05/10/2012

#### **RECEIVING PARTY DATA**

Name:	The United States of America, as represented by the Secretary, Department of Health and Human Services
Street Address:	Office of Technology Transfer, National Institutes of Health
Internal Address:	6011 Executive Boulevard, Suite 325, MSC 7660
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20892-7660

Name:	Wake Forest University
Street Address:	1834 Wake Forest Road
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27106

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13440092

## **CORRESPONDENCE DATA**

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PATENT REEL: 028435 FRAME: 0925 \$40.00 1344009

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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ATTORNEY DOCKET NUMBER:

709878

NAME OF SUBMITTER:

Xavier Pillai

Total Attachments: 7

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PATENT REEL: 028435 FRAME: 0926

# ASSIGNMENT FOR NIH/FDA INVENTIONS (NIH OR FDA CO-INVENTORS ONLY)

WHEREAS, I/we, David A. Wink, Wilmarie Flores-Santana, Murali Krishna Cherukuri, and James B. Mitchell, an employee/employees of the National Institutes of Health, a component of the United States Department of Health and Human Services having an address at the Office of Technology Transfer, National Institutes of Health, 6011 Executive Boulevard, Suite 325, MSC 7660, Bethesda, MD 20892-7660, [hereinafter The Inventors], have made certain inventions as described and claimed in the U.S. Patent Application having United States Application Number 13/440,092, filed April 5, 2012, and which is entitled "NITROXIDE MODIFIED NON-STEROIDAL ANTI-INFLAMMATORY COMPOUNDS AND USES THEREOF IN THE TREATMENT AND PREVENTION OF DISEASES OR DISORDERS" ("U.S. Application") and;

WHEREAS, I/we am/are some of the applicant(s) named in the above-identified U.S. Application; and

WHEREAS, the inventions described and claimed therein were made under conditions such as to entitle THE UNITED STATES OF AMERICA, as represented by the Secretary, Department of Health and Human Services [hereinafter THE GOVERNMENT] under Executive Order 10096 and its amendments, 35 USC §§200-201, §§206-207, and §210 and 37 CFR Part 501 to my/our entire right, title, and interest in such inventions; and

WHEREAS, THE GOVERNMENT is desirous of acquiring all my/our domestic and foreign right, title, and interest in the inventions described and claimed in the U.S. Application; and

NOW, THEREFORE, having the legal obligation to assign my/our right, title and interest in the inventions described and claimed in the above-identified patent application to THE GOVERNMENT, having a place of business at the Office of Technology Transfer, National Institutes of Health, 6011 Executive Boulevard, Suite 325, MSC 7660, Bethesda, MD 20892-7660 and for consideration, the receipt and sufficiency of which are hereby acknowledged, I/we hereby assign and transfer to THE GOVERNMENT:

my/our entire right, title, and interest in and to any and all inventions described and claimed in said U.S. Application and any and all Letters Patents which may be granted thereon, and any and all continuations, divisions, reissues or extensions thereof; and

all my/our rights to claim priority on the basis of said U.S. Application including but not limited to applications filed through the provisions of the Patent Cooperation Treaty ("PCT Applications"); and

all applications for Letters Patents that may be filed for any and all inventions described and claimed in said U.S. Application that may be filed in any foreign country and all Letters Patents that may be granted thereon in any foreign country and all extensions, renewals, and reissues thereof; and

any and all such Letters Patents as may be granted in the United States or any foreign country to be held by **THE GOVERNMENT** to the end of the term for which the same would have been held by the inventors had this assignment not been made.

I/we further agree to make, execute, and deliver to **THE GOVERNMENT**, upon request, any and all papers, documents, affidavits, or other instruments that may be necessary in the prosecution of any application or applications for improvements or reissues of Letters Patents, and to assist **THE GOVERNMENT** in every way as may be requested in protecting said inventions.

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## IN WITNESS WHEREOF we subscribe our hands and seals on the dates shown below:

Inventor 1:	
5.(61-12 Date	David A. Wink
State of	Dlay of Nay, 2012.
[Seal]	Notary Public for

Inventor 2:
5/10/2012 Wilmarie Flores-Santana  Wilmarie Flores-Santana
County of Montgomery
State of Maryland Subscribed and sworn to before me this 10 day of May, 2012.
[Seal] Lady Ann Rivera Paredes NOTARY PUBLIC Montgomery County State of Maryland My Commission Expires 06 22 - 14  My Commission Expires: 6 - 22 - 14

Inventor 3:	
5/10/2012 Cr	Murali Krishna Cherukuri
County of Montgomery	
State of Maryland	<i>⊶41</i>
Subscribed and sworn to before me this	Ollday of Mary, 2012.
[Seal]	Notary Public for
	•
	My Commission Expires: LAURENCE D. RICHARDS
	NOTARY PUBLIC STATE OF MARYLAND  My Commission Expires July 14, 2012

Inventor 4:	
5-10-12 Date	James B. Mitchell
County of Montzomery State of Maryland	
Subscribed and sworn to before me this	10 Hay of May, 2012.
[Seal]	Carland &
	Notary Public forLAURENCE D. RICHARDS My Commission Expires: LAURENCE D. RICHARDS NOTARY PUBLIC STATE OF MARYLAND My Commission Expires July 14, 2012

PATENT
Attorney Docket No. 709878
HHS Reference No. E-131-2011/0-US-02

#### ASSIGNMENT

WHEREAS, I,

S. Bruce King,

hereinafter referred to as Assignor, have co-invented a certain invention entitled:

### NITROXIDE MODIFIED NON-STEROIDAL ANTI-INFLAMMATORY COMPOUNDS AND USES THEREOF IN THE TREATMENT AND PREVENTION OF DISEASES OR DISORDERS

for which invention an application (non-provisional) for a U.S. patent was filed on April 5, 2012, under U.S. Application No. 13/440,092, and

WHEREAS, I am one of the applicants named in the above-identified patent application; and

WHEREAS, Wake Forest University, of 1834 Wake Forest Road, Winston-Salem, North Carolina 27106, hereinafter referred to as Assignee, is desirous of acquiring my entire right, title, and interest in, to, and under the invention described in the patent application, including my entire priority right derived from the application,

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Assignor assigns and transfers to Assignee and Assignee's legal representatives, successors, and assigns my entire right, title, and interest in, to, and under the invention, the referenced patent application, and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, national and regional phase applications, petty patent applications, and utility model applications) that may be filed in the U.S. and/or any country foreign to the U.S. on the invention, and the patents that may issue thereon,

Assignor conveys to the Assignee the right to make applications in Assignee's own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim priority to the referenced patent application and other such applications that may be filed in the U.S. or any country foreign to the U.S. on the invention under the Patent Cooperation Treaty, the Paris Convention, and any other international arrangements,

Assignor will not execute any writing or do any act conflicting with the terms of this assignment,

Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such

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PATENT REEL: 028435 FRAME: 0932 In re Appln. of Wink et al. Attorney Docket No. 709878 U.S. Patent Application No. 13/440,092

additional acts as the Assignee may deem necessary or desirable to pursue the patent applications identified herein, including, but not limited to, rendering all necessary assistance in making applications for and obtaining patents that may issue thereon in the U.S. and any countries foreign to the U.S. on the invention, and in enforcing any rights accruing as a result of such applications or patents, by, for example, executing statements and other affidavits,

Assignor and Assignee agree the terms of this assignment shall bind, and inure to the benefit of, the legal representatives, successors, and assigns of all parties hereto,

Assignor authorizes Assignee to insert in this assignment the number and filing date of the application if the number and filing date of the application are not recited herein at the time of execution of this assignment by any or all of the parties hereto,

Assignor and Assignee agree that U.S. law governs this assignment, and

Assignee acknowledges and accepts this assignment.

IN WITNESS WHEREOF, Assignor has hereunder set his hand on the date shown below.

Date 6/21/2012	S. Bruek
	S. Bruce King
STATE OF NC	) ) )
same person whose name is sul	ed S. Bruce King, who is personally known to me to be the bscribed to the foregoing assignment document, and livered the document as his free and voluntary act for the
R. HAZZ	Notary Public
S NOTARL DE	My Commission Expires: $\frac{12}{20}$
on Aublio	
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