# 501987298 07/12/2012

#### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### CONVEYING PARTY DATA

Name	Execution Date
Michael Palladino	08/09/2011
George Kenneth Lloyd	08/09/2011
Yoshio Hayashi	08/04/2011

# **RECEIVING PARTY DATA**

Name:	Nereus Pharmaceuticals, Inc.
Street Address:	10480 Wateridge Circle
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13547317

# CORRESPONDENCE DATA

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Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	NERREUS.062P2C2
NAME OF SUBMITTER:	Ryan Melnick

# Total Attachments: 4

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> PATENT REEL: 028539 FRAME: 0564

OP \$40 00 43547347

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Application No.: 13/079,763 Filing Date: April 4, 2011

### **ASSIGNMENT**

WHEREAS, Michael Palladino, a United States citizen, residing at 3357 Fortuna Ranch Road, Olivenhain, CA 92024, George Kenneth Lloyd, a United States citizen, residing at 13932 Dodder Court, Poway, CA 92064, Yoshio Hayashi, a Japan citizen, residing at 1-11-25-609, Nakagawa, Tsuzuki-ku, 224-001 Yokohama, Japan, (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ANALOGS OF DEHYDROPHENYLAHISTINS AND THEIR THERAPEUTIC USE (collectively hereinafter referred to as the "Work") for which we have filed an application for Letters Patent in the United States, Application No. 13/079,763 (hereinafter the "Application");

AND WHEREAS, Nereus Pharmaceuticals, Inc., a Delaware Corporation, with its principal place of business at 10480 Wateridge Circle, San Diego, CA 92121 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 60/450,063, filed February 24, 2003; 60/411,128, filed September 16, 2002; 60/401,074, filed August 2, 2002; 60/542,073, filed February 4, 2004; 60/624,262, filed November 1, 2004; 60/719,332, filed September 21, 2005; and 60/734,049, filed November 4, 2005, (respectively if plural applications)), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

PATENT REEL: 028539 FRAME: 0565 Application No.: 13/079,763 Filing Date: April 4, 2011

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TESTIMONY WHEREOF, I hereunto set my hand and seal this

Michael Palladino

STATE OF CALIFORNIA

SS.

COUNTY OF San Diego

On Aug 9, 2011, before me, Saudra D personally appeared Midhael Palladino who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

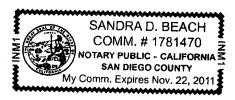
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

**Notary Signature** 

In D. Deach



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Filing Date: April 4, 2011		Page 3 of 4
IN TESTIMONY WHEREOF, I h	George Kenneth	)-13lel.
STATE OF CALIFORNIA	) } ss.	
On Aug 9, 20//, before personally appeared George Kenneth Lloyd be the person(s) whose name(s) is/are substhat he/she/they executed the same in his/t signature(s) on the instrument the person(sexecuted the instrument.	scribed to the within inst her/their authorized capa	rument, and acknowledged to me acity(ies), and that by his/her/their

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

**Notary Signature** 

SANDRA D. BEACH COMM. # 1781470 OTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY My Comm. Expires Nov. 22, 2011

Application No.: 13/079,763 Filing Date: April 4, 2011 Docket Number: NEREUS.062P2C1

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2011.

林良雄

Yoshio Hayashi

Witness: 本皇市寺 文華

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PATENT REEL: 028539 FRAME: 0568

**RECORDED: 07/12/2012**