

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alan Bruce Montgomery	07/10/2012
RECEIVING PARTY DATA	
Name:	Cardeas Pharma Inc.
Street Address:	2025 First Avenue, Suite 1200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13548115
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Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	27557.4001
NAME OF SUBMITTER:	Kurt T. Mulville
Total Attachments: 2 source=Cardeas4001Assignment#page1.tif source=Cardeas4001Assignment#page2.tif	

CH \$40.00 13548115

ASSIGNMENT OF PATENT

WHEREAS, I, Alan Bruce Montgomery, Citizen of United States of America, residing at 3455 Evergreen Point Road, Medina, Washington, 98039; (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled IMPROVED FORMULATIONS OF AMINOGLYCOSIDE AND FOSFOMYCIN COMBINATIONS AND METHODS AND SYSTEMS FOR TREATMENT OF VENTILATOR ASSOCIATED PNEUMONIA (VAP) AND VENTILATOR ASSOCIATED TRACHEAL (VAT) BRONCHITIS for which application for Letters Patent of the United States of America has been executed on even date herewith and which claims priority to US Provisional Application 61/572,225, filed July 12, 2011; and

WHEREAS, Cardeas Pharma Inc, a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at 2025 First Avenue, Suite 1200, Seattle, Washington, 98121 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to issue said patents and equivalents to said ASSIGNEE, its successors and assigns, in accordance with this Assignment and hereby transfers all rights of action, power and benefit belonging to or accruing from the invention including the right to undertake proceedings to recover past and future damages and claim all other relief in respect of any acts of infringement thereof whether such acts shall have been committed before or after the date of this assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and that ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the

United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Seattle, Washington  
this 10 day of July, 2012.

Alan Bruce Montgomery  
Alan Bruce Montgomery

STATE OF Washington )  
COUNTY OF King ) ss

On 10 July 12 before me Alan Bruce Montgomery personally appeared \_\_\_\_\_ 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.

Shin Yoo  
Notary Public in and for said County and State

Shin Yoo  
Print Name

