

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

| SUBMISSION TYPE:  | NEW ASSIGNMENT               |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
|---|------------------------------|---------------|----------------------|---------------------|------------------------------|------------------|------------|----------------|------------|----------------------|------------|--------------------|------------|
| NATURE OF CONVEYANCE:   | ASSIGNMENT                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| CONVEYING PARTY DATA  |                              |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Gregory T. Went</td> <td>02/27/2006</td> </tr> <tr> <td>Timothy J. Fultz</td> <td>02/27/2006</td> </tr> <tr> <td>Seth Porter</td> <td>01/25/2006</td> </tr> <tr> <td>Laurence R. Meyerson</td> <td>01/27/2006</td> </tr> <tr> <td>Timothy S. Burkoth</td> <td>02/27/2006</td> </tr> </tbody> </table>       |                              | Name          | Execution Date       | Gregory T. Went     | 02/27/2006                   | Timothy J. Fultz | 02/27/2006 | Seth Porter    | 01/25/2006 | Laurence R. Meyerson | 01/27/2006 | Timothy S. Burkoth | 02/27/2006 |
| Name  | Execution Date               |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Gregory T. Went   | 02/27/2006                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Timothy J. Fultz  | 02/27/2006                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Seth Porter   | 01/25/2006                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Laurence R. Meyerson  | 01/27/2006                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Timothy S. Burkoth  | 02/27/2006                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| RECEIVING PARTY DATA  |                              |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| <table border="1"> <tr> <td>Name:</td> <td>NeuroMolecular, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1900 Powel Street, Suite 210</td> </tr> <tr> <td>City:</td> <td>Emeryville</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94608</td> </tr> </table>  |                              | Name:         | NeuroMolecular, Inc. | Street Address:     | 1900 Powel Street, Suite 210 | City:            | Emeryville | State/Country: | CALIFORNIA | Postal Code:         | 94608      |                    |            |
| Name:   | NeuroMolecular, Inc.         |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Street Address:   | 1900 Powel Street, Suite 210 |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| City:   | Emeryville                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| State/Country:  | CALIFORNIA                   |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Postal Code:  | 94608                        |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| PROPERTY NUMBERS Total: 1   |                              |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13284630</td> </tr> </tbody> </table>   |                              | Property Type | Number               | Application Number: | 13284630                     |                  |            |                |            |                      |            |                    |            |
| Property Type   | Number                       |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| Application Number:   | 13284630                     |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| CORRESPONDENCE DATA   |                              |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| <p>Fax Number: (650)493-6811<br/>         Phone: 650-493-9300<br/>         Email: mgrumbling@wsgr.com, landers@wsgr.com<br/> <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Matthew Grumbling<br/>         Address Line 1: 650 Page Mill Road<br/>         Address Line 4: Palo Alto, CALIFORNIA 94304-1050</p> |                              |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| ATTORNEY DOCKET NUMBER:   | 34550-718.303                |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |
| NAME OF SUBMITTER:  | Linda Anders                 |               |                      |                     |                              |                  |            |                |            |                      |            |                    |            |

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**Total Attachments: 5**

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Express Mail Label No.: EV461502982 US  
Date of Deposit: March 7, 2006

Attorney Docket No. 22531-522

## ASSIGNMENT

We, **Gregory T. Went, Timothy J. Fultz, Seth Porter, Laurence R. Meyerson, and Timothy S. Burkoth**, the undersigned, hereinafter referred to as the ASSIGNORS, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **NeuroMolecular, Inc.**, a corporation with offices at **1900 Powell Street, Suite 210, Emeryville, California**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### METHOD AND COMPOSITION FOR ADMINISTERING AN NMDA RECEPTOR ANTAGONIST TO A SUBJECT

filed with the U.S. Patent and Trademark Office on **November 22, 2005** and assigned Serial No. **11/285,905**, including any non-provisional application or applications claiming priority to the above-referenced application as well as renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

Attorney Docket No. 22531-522

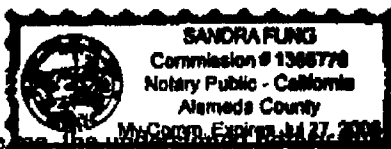
We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives 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 thereof which may be necessary or desirable to carry out the purposes thereof.

Date: Feb. 27, 2006

Signature of: Gregory T. Went

State of California  
County of Alameda



On this 27<sup>th</sup> day of February, 2006, before me, the undersigned notary public, personally appeared Gregory T. Went (name of document signer), proved to me through satisfactory evidence of identification which were personally known, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

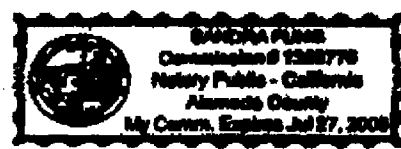
Notary Public  
My Commission Expires: July 27, 2006  
Date:

Signature of: Timothy J. Fultz

State of California  
County of Alameda

On this 27<sup>th</sup> day of February, 2006, before me, the undersigned notary public, personally appeared Timothy J. Fultz (name of document signer), proved to me through satisfactory evidence of identification which were personally known, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public  
My Commission Expires: July 27, 2006



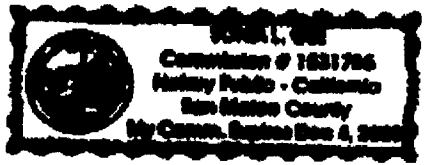
Attorney Docket No. 22531-522

Date: 1/25/06  
Signature of: Seth Porter

State of California  
County of San Mateo

On this 25<sup>th</sup> day of January 2006, before me, the undersigned notary public, personally appeared Seth Porter (name of document signer), proved to me through satisfactory evidence of identification which were personally known, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Laura L. Lee, Notary Public  
Notary Public  
My Commission Expires: 12/04/08



Date: \_\_\_\_\_  
Signature of: Laurence R. Meyerson

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification which were \_\_\_\_\_, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Attorney Docket No. 22531-522

Date:

Signature of: Seth Porter

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification which were \_\_\_\_\_, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: \_\_\_\_\_

Date: 1/27/06

*Laurence R. Meyerson*

Signature of: Laurence R. Meyerson

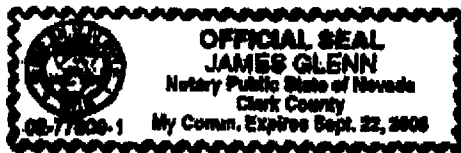
State of NEVADA

County of CLARK

On this 27<sup>th</sup> day of JANUARY, 2006, before me, the undersigned notary public, personally appeared Laurence R. Meyerson (name of document signer), proved to me through satisfactory evidence of identification which were NV DR. LICENSE, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

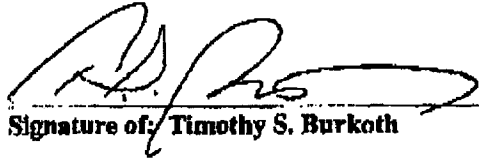
Notary Public

My Commission Expires: 9-22-06.



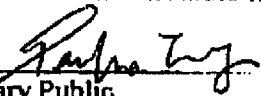
Attorney Docket No. 22531-522

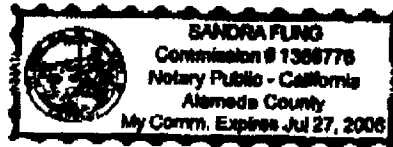
Date: February 27<sup>th</sup>, 2006

  
Signature of: Timothy S. Burkoth

State of California  
County of Alameda

On this 27<sup>th</sup> day of February, 2006, before me, the undersigned notary public, personally appeared Timothy S. Burkoth (name of document signer), proved to me through satisfactory evidence of identification which were personally known, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
Notary Public  
My Commission Expires: July 27<sup>th</sup>, 2006



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