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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
APT Pharmaceuticals, LLC	04/09/2012

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6572858

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NAME OF SUBMITTER:	Mark J. Cohen

Total Attachments: 3

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PATENT REEL: 029181 FRAME: 0202 CH \$40.00 6572

PATENT DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT ("Deed of Assignment") is among APT Pharmaceuticals, LLC (the "Assignor") and Lauren Charous, a resident of Wisconsin ("Assignee").

This document effects and evidences the assignment, sale and transfer of Assignor's rights, title and interest in and to the Patent Rights (as defined below) to Assignee in a form suitable for recording in the United States Patent and Trademark Office and in any patent office throughout the world.

- NOW, THEREFORE, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby makes the following assignment subject to the terms set forth below.
- 1. **ASSIGNMENT.** This assignment, executed as of the date set forth below, is made effective numc pro tunc the earliest filing date identified below. Assignor hereby assigns and transfer to Assignee all of Assignor's rights, title and interest in and to the following (collectively referenced as the "Patent Rights") for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made:
- (a) (i) United States Patent No. 6,572,858 B1 issued June 3, 2003 and entitled "Uses for Anti-Malarial Therapeutic Agents," issuing from United States Patent Application No. 09/563,267, and claiming priority from United States Provisional Patent Application No. 60/132,008 filed April 30, 1999, each of which is likewise assigned hereunder; and (ii) corresponding Canadian Patent No. CA 2372443, based on PCT/US200/011658, likewise assigned hereunder, and claiming priority from United States Provisional Patent Application No. 60/132,008 filed April 30, 1999; the foregoing collectively referred to herein as the "Patents;"
 - (b) the inventions claimed in the Patents (collectively, the "Inventions");
- (c) the right, if any, to file applications and obtain patents, utility models, industrial models and designs for the Inventions throughout the world in its own name, including without limitation all rights under any and all international conventions and treaties in respect of the Inventions and those applications;
- (d) the right to claim in its own name any priority right to which the inventor(s) named under the foregoing patents or patent applications, including without limitation the Patents, or anyone claiming under that named inventor(s), may be entitled, including without limitation any and all rights under the provision of any and all international conventions or treaties;
- (e) all patent applications that may claim priority from, or rely on, any of the foregoing patents and patent applications, including without limitation the Patents, and all divisional applications, continuation applications, continuation-in-part applications, and all foreign counterpart applications;
- (f) all patents resulting or issuing from, or granted based on, any of the foregoing, including without limitation any and all reissues, renewals, extensions, patent term restoration thereof and any amended foreign patents corresponding or based on any of the foregoing; and
- (g) the right to sue for past, present or future infringement of any patent described above, including without limitation the Patents, and to enjoin others from future infringement of any such patent, and to collect damages and any and all amounts as compensation therefor.

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- 2. AUTHORIZATION AND REQUEST TO PATENT AUTHORITIES. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the patent authority of any country in which any of the Patent Rights, including without limitation the Patents, are filed or issued to issue to Assignee, for its sole use and benefit, all Patent Rights that may be granted hereafter to the full end of the respective terms for which the Patent Rights described in paragraph 1 may be granted, the same as they would have been held and enjoyed by Assignor had this assignment not been made.
- 3. FURTHER ASSURANCES. Assignor agrees to execute any further lawful documents and provide such further assurances that are reasonably necessary to fully protect Assignee's interest in, and further evidence Assignee's rights, title and interest in, the Patent Rights at Assignee's expense. To that end, Assignor, on behalf of itself and its successors and assigns, agrees to testify in any legal proceedings, sign and execute such oaths, declarations and other lawful documents, and do all other acts as may be required by the patent authorities of any country to file and prosecute the applications comprising the Patent Rights in Assignee's (and its successors') name and as may be necessary, desirable or convenient to secure and maintain for the benefit of Assignee, its successors, assigns and legal representatives or nominees, the rights, title and interest in the Patent Rights, all at Assignee's expense. To the extent this assignment conveys subject matter earlier or separately conveyed, it is made in further assurance thereof.
- 4. **DISCLAIMER.** ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE INTELLECTUAL PROPERTY RIGHTS RELATED TO INVENTIONS AND THE PATENTS ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION: SCOPE, VALIDITY OR ENFORCEABILITY; WHETHER A PATENT APPLICATION WILL BE APPROVED OR A PATENT WILL ISSUE; RELIABILITY, COMPLETENESS, OR ACCURACY OF ASSIGNOR'S CONFIDENTIAL INFORMATION; INFRINGEMENT OR NON-INFRINGEMENT; THE PERFORMANCE OF PRODUCTS INCORPORATING INVENTIONS, INCLUDING WITHOUT LIMITATION AS TO THEIR SAFETY, EFFECTIVENESS, OR COMMERCIAL VIABILITY; AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR USAGE OF TRADE. ASSIGNOR HAS MADE NO INVESTIGATION AND MAKES NO REPRESENTATION THAT THE INTELLECTUAL PROPERTY RIGHTS RELATED TO THE INVENTIONS AND THE PATENTS OR THE METHODS USED IN MAKING OR USING PRODUCTS INCORPORATING THE INVENTIONS ARE OR WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

PATENT DEED OF ASSIGNMENT

ACKNOWLEDGMENT

State of California
County of SAN MATEO.
On Dyril 9, 2012 before me, James R. Schultz, Notary Public
Personally appeared Howard V. Rudt
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.
Signature (Seal) (Seal) Signature (Seal) Signature (Seal) Signature (Seal)
Patent Deed of Assignment
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RECORDED: 10/24/2012