

PATENT ASSIGNMENT

Electronic Version v1.1
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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>Mark A. Gallop</td> <td>08/09/2002</td> </tr> <tr> <td>Kenneth C. Cundy</td> <td>08/06/2002</td> </tr> <tr> <td>Cindy X. Zhou</td> <td>08/06/2002</td> </tr> <tr> <td>Fenmei Yao</td> <td>08/07/2002</td> </tr> <tr> <td>Jia-Ning Xiang</td> <td>08/06/2002</td> </tr> </tbody> </table>		Name	Execution Date	Mark A. Gallop	08/09/2002	Kenneth C. Cundy	08/06/2002	Cindy X. Zhou	08/06/2002	Fenmei Yao	08/07/2002	Jia-Ning Xiang	08/06/2002
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Jia-Ning Xiang	08/06/2002												
RECEIVING PARTY DATA													
Name:	XenoPort, Inc.												
Street Address:	3410 Central Expressway												
City:	Santa Clara												
State/Country:	CALIFORNIA												
Postal Code:	95051												
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>13274278</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13274278								
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Application Number:	13274278												
CORRESPONDENCE DATA													
Fax Number:	3036293450												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	303-629-3400												
Email:	bump.stefan@dorsey.com												
Correspondent Name:	Timothy A. Worrall/ Dorsey & Whitney LLP												
Address Line 1:	1400 Wewatta Street												
Address Line 2:	Suite 400												
Address Line 4:	Denver, COLORADO 80202-5549												
ATTORNEY DOCKET NUMBER:	P034523.US.16												
NAME OF SUBMITTER:	Stefan T. Bump												

CH \$40.00 13274278

Total Attachments: 4

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**ASSIGNMENT
(Joint)**

GALLOP, Mark A. residing at 511 Orange Avenue, Los Altos, CA 94022;
CUNDY, Kenneth C. residing at 45 Summit Ridge Place, Redwood City, CA 94062
ZHOU, Cindy X. residing at 1054 Colorado Avenue, Palo Alto, CA 94303
QIU, Fayang Gregory, residing at 2044 Montecito Avenue, #24, Mountain View, CA 94043
YAO, Fenmei, residing at 1920 California Street, Apt., 7, Mountain View, CA 94040
XIANG, Jia-Ning, residing at 707 De Soto Drive, Palo Alto, CA 94303
OLLMANN, Ian R. residing at 3222 Glendora Drive, #103, San Mateo, CA 94403

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled PRODRUGS OF GABA ANALOGS, COMPOSITIONS AND USES THEREOF, and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 10/171,485 and filed on June 11, 2002.

WHEREAS, XenoPort, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 3410 Central Expressway, Santa Clara, CA 95051 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefore or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

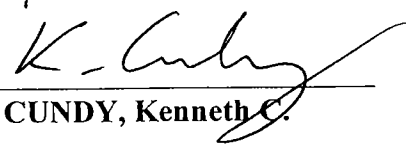
The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

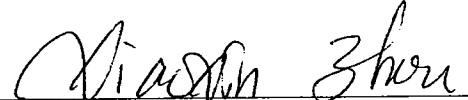
Date: 8/9/02

By: 
GALLOP, Mark A.

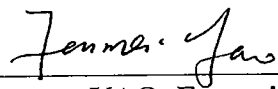
Date: 8/6/02

By: 
CUNDY, Kenneth C.

Date: 8/6/02

By: 
ZHOU, Cindy X.

Date: 8/07/02

By: 
YAO, Fenmei

Date: Aug. 6, 2002

By: 
XIANG, Jia-Ning

Date: Aug 18, 2002

By: 
OLLMAN, Ian R.

Date: _____

By: _____
QIU, Fayang Gregory

Date: _____

By: _____
GALLOP, Mark A.

Date: _____

By: _____
CUNDY, Kenneth C.

Date: _____

By: _____
ZHOU, Cindy X.

Date: *4/12/2003*

By: 
QIU, Fayang Gregory

Date: _____

By: _____
YAO, Fenmei

Date: _____

By: _____
XIANG, Jia-Ning

Date: _____

By: _____
OLLMANN, Ian R.