

PATENT ASSIGNMENT

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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>Pamela PALMER</td> <td>03/29/2007</td> </tr> <tr> <td>Thomas SCHRECK</td> <td>03/29/2007</td> </tr> <tr> <td>Stelios TZANNIS</td> <td>03/29/2007</td> </tr> <tr> <td>Larry HAMEL</td> <td>03/29/2007</td> </tr> <tr> <td>Andrew POUTIATINE</td> <td>03/29/2007</td> </tr> </tbody> </table>		Name	Execution Date	Pamela PALMER	03/29/2007	Thomas SCHRECK	03/29/2007	Stelios TZANNIS	03/29/2007	Larry HAMEL	03/29/2007	Andrew POUTIATINE	03/29/2007
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RECEIVING PARTY DATA													
Name:	AcelRx Pharmaceuticals, Inc.												
Street Address:	351 Galveston Dr												
City:	Redwood City												
State/Country:	CALIFORNIA												
Postal Code:	94063												
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>13561543</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13561543								
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CORRESPONDENCE DATA													
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ATTORNEY DOCKET NUMBER:	ACEL-011/10US 312523-2109												
NAME OF SUBMITTER:	Andrew S. Keith												

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Total Attachments: 5

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Attorney Docket No.: 359831-991500/US

ASSIGNMENT

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MAY 03 2007

WHEREAS, the undersigned,

Pamela Palmer, resident of **140 Vasquez Av., San Francisco, California, 94127**;
Thomas Schreck, resident of **140 Willowbrook Dr., Portola Valley, California, 94028**;
Stelios Tzannis, resident of **35241 Wycombe Pl., Newark, California, 94560**;
Larry Hamel, resident of **1215 Arbor Ct., Mountain View, California, 94040**; and
Andrew I. Poutiatine, resident of **28 Sir Francis Drake Blvd., San Anselmo, California, 94960**

("referred to as "Inventor") have invented certain new and useful improvements in "SMALL-VOLUME ORAL TRANSMUCOSAL DOSAGE FORMS" and has executed an application for U.S. Application, having Serial No. **11/650,174**, filing date of **January 5, 2007**, and

WHEREAS, **AcelRx Pharmaceuticals, Inc.** (hereinafter termed "Assignee"), a corporation of the State of **California**, having a place of business at **575 Chesapeake Dr., Redwood City, California, 94063**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United

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States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his/her respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he/she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee.

