

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>Stelios TZANNIS</td> <td>05/23/2007</td> </tr> <tr> <td>Pamela PALMER</td> <td>05/23/2007</td> </tr> <tr> <td>Thomas SCHRECK</td> <td>05/23/2007</td> </tr> <tr> <td>Larry HAMEL</td> <td>05/27/2007</td> </tr> <tr> <td>Andrew I. POUTIATINE</td> <td>05/23/2007</td> </tr> </tbody> </table>		Name	Execution Date	Stelios TZANNIS	05/23/2007	Pamela PALMER	05/23/2007	Thomas SCHRECK	05/23/2007	Larry HAMEL	05/27/2007	Andrew I. POUTIATINE	05/23/2007
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<table border="1"> <tr> <td>Name:</td> <td>AcelRx Pharmaceuticals, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>351 Galveston Drive</td> </tr> <tr> <td>City:</td> <td>Redwood Cith</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94063</td> </tr> </table>		Name:	AcelRx Pharmaceuticals, Inc.	Street Address:	351 Galveston Drive	City:	Redwood Cith	State/Country:	CALIFORNIA	Postal Code:	94063		
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CORRESPONDENCE DATA													
Fax Number:	2028427899												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	2028427800												
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Correspondent Name:	Cooley LLP												
Address Line 1:	777 6th Street, NW												
Address Line 2:	ATTN: Patent Group												
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001												
ATTORNEY DOCKET NUMBER:	ACEL-011/10US 312523-2121												
NAME OF SUBMITTER:	Andrew S. Keith												

CH \$40.00 13595879

Total Attachments: 5

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ASSIGNMENT

WHEREAS, the undersigned,

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

("referred to as "Inventor") has invented certain new and useful improvements in "**BIOADHESIVE DRUG FORMULATIONS FOR ORAL TRANSMUCOSAL DELIVERY**" and has executed an application for U.S. Application having Serial No. **11/825,251**, filing date of **July 3, 2007**, and

WHEREAS, **AcelRx Pharmaceuticals, Inc.** (hereinafter termed "Assignee"), a corporation of the State of **California**, having a place of business at **575 Chesapeake Drive, 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 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

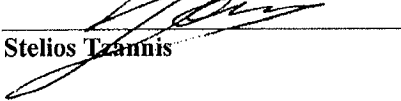
papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional 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.

Date November 2, 2007

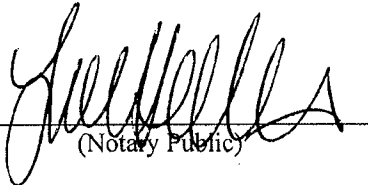
By: 
Stelios Tzannis

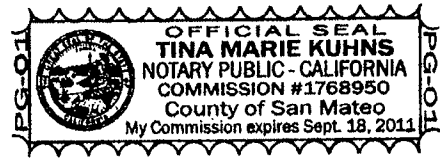
County of San Mateo)
) SS.
State of CA)

On this 2nd day of November, in the year 2007, before me, Tina Marie Kuhns, Notary Public, personally appeared **Stelios Tzannis**, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature 
(Notary Public)



Date 11/1/07

By: [Signature]
Larry Hamel

County of San Mateo,)
) SS.
State of CA)

On this 1st day of November, in the year 2007, before me, Tina Marie Kuhns, Notary Public, personally appeared **Larry Hamel**, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
(Notary Public)



Date 11/1/07

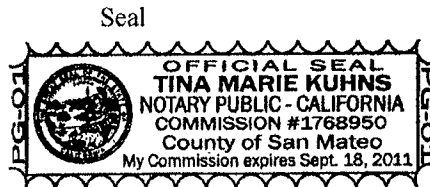
By: [Signature]
Pamela Palmer

County of San Mateo,)
) SS.
State of CA)

On this 1st day of November, in the year 2007, before me, Tina Marie Kuhns, Notary Public, personally appeared **Pamela Palmer**, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
(Notary Public)



Date Nov 1, 2007

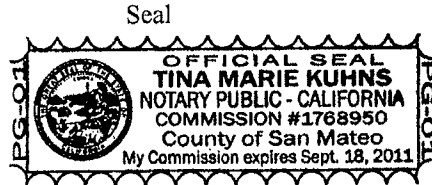
By: *Thomas Schreck*
Thomas Schreck

County of San Mateo)
) SS.
State of CA)

On this 1st day of November, in the year 2007, before me, Tina Marie Kuhns Notary Public, personally appeared **Thomas Schreck**, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Tina Marie Kuhns*
(Notary Public)



Date 1 Nov 2007

By: *Andrew I. Poutiatine*
Andrew I. Poutiatine

County of San Mateo)
) SS.
State of CA)

On this 1st day of November, in the year 2007, before me, Tina Marie Kuhns, Notary Public, personally appeared **Andrew I. Poutiatine**, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Tina Marie Kuhns*
(Notary Public)

