

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Deuteria Pharmaceuticals Inc	12/03/2012
RECEIVING PARTY DATA	
Name:	Protia, LLC
Street Address:	15025 BROILI DR
City:	RENO
State/Country:	NEVADA
Postal Code:	89511
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	11745704
Patent Number:	7745480
Patent Number:	7531685
Application Number:	12368651
Patent Number:	7915309
PCT Number:	US2008067425
Application Number:	60972764
Patent Number:	7842675
Application Number:	60975154
Patent Number:	7956080
Application Number:	60972229
Patent Number:	7846912
Application Number:	60972789
Patent Number:	7776866
Application Number:	60972250

OP \$640.00 11745704

Patent Number:

8026249

CORRESPONDENCE DATA

Fax Number: 2089790707

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4345315976

Email: David@VanceIP.biz

Correspondent Name: David H Vance

Address Line 1: 5467 Hill Top Street

Address Line 4: Crozet, VIRGINIA 22932

ATTORNEY DOCKET NUMBER:

DEUT-PROTIA ASSIGNMENTS

NAME OF SUBMITTER:

David H Vance

Total Attachments: 10

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AMENDMENT AND ASSIGNMENT AGREEMENT

This Amendment and Assignment Agreement (this "Agreement") is made as of December 3, 2012 (the "Agreement Date"), by and between Deuteria Pharmaceuticals, Inc., a Delaware corporation (the "Deuteria"), and Protia, LLC, a Nevada limited liability company ("Protia"). Reference is hereby made to that certain Technology Purchase Agreement, dated as of July 1, 2011, by and between Deuteria and Protia (the "Technology Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Technology Purchase Agreement.

WHEREAS, pursuant to the Technology Purchase Agreement, Protia transferred the Assets to Deuteria; and

WHEREAS, the parties desire to amend the Technology Purchase Agreement and Deuteria desires to transfer, assign, convey and deliver back to Protia certain Assets, as further described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions contained herein and other good and valuable consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Section 1(e) of the Technology Purchase Agreement is hereby amended and restated to read in its entirety as follows:

“(e) Consideration. In consideration of the sale of the Assets as set forth above, Buyer shall promptly following the Effective Date, issue to Seller four hundred and thirty-five thousand (435,000) shares of Buyer’s common stock, \$0.0001 par value per share (the “Shares”).”

2. Protia hereby acknowledges and agrees that Deuteria has previously issued and delivered the Shares to Protia.
3. The Technology Purchase Agreement is hereby further amended to add a new Section 1(f) following Section 1(e) of the Technology Purchase Agreement as amended herein:

“(f) Additional Assets. Seller hereby irrevocably transfers, assigns, conveys and delivers to Buyer, and Buyer hereby accepts the transfer, assignment, conveyance and deliverance from Seller of, all right, title and interest of Seller in and to any intellectual property rights arising from development of the Assets since the Effective Date (the “Additional Assets”) throughout the world, free and clear of all Encumbrances. For purposes of Sections 2(d), 3 and 4 below, all references to “Assets” shall include the Additional Assets.”

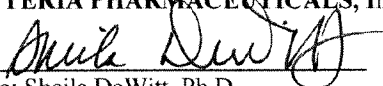
4. In consideration of the foregoing amendments to the Technology Purchase Agreement, Deuteria hereby agrees to transfer, assign and convey to Protia the patents and patent applications set forth on Exhibit A attached hereto (the “Assigned Patents”).
5. As of the Agreement Date, Deuteria and Protia shall execute and deliver the Assignment of Patents, in the form attached hereto as Annex A, evidencing the assignment to Protia of all of Deuteria’s right, title and interest in and to the Assigned Patents throughout the world, free and clear of all Encumbrances.

6. Protia agrees that the foregoing consideration above represents full consideration of all outstanding obligations owed to Protia by Deuteria pursuant to the Technology Purchase Agreement.
7. All references to the Technology Purchase Agreement in any other agreement or documents shall on and after the date hereof be deemed to refer to the Technology Purchase Agreement as amended hereby. Except as amended hereby, the Technology Purchase Agreement shall remain in full force and effect and is hereby ratified, adopted and confirmed in all respects.
8. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, PDF or other form of electronic communication will be deemed as effective delivery of an originally executed counterpart.
9. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.
10. This Agreement and any controversy arising out of or relating to the Technology Purchase Agreement, as amended hereby, shall be governed by, construed and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts, without reference to its principals of conflicts of laws. All litigation arising from or relating to this Agreement shall be filed and prosecuted before any court of competent jurisdiction in Boston, Massachusetts. Protia consents to the jurisdiction of such courts over it, stipulates to the convenience, efficiency and fairness of proceeding in such courts, and covenants not to allege or assert the inconvenience, inefficiency or unfairness of proceeding in such courts.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Amendment and Assignment Agreement as of the date first written above.

DEUTERIA PHARMACEUTICALS, INC.

By: 
Name: Sheila DeWitt, Ph.D.
Title: President and Chief Executive Officer

PROTIA, LLC

By: _____
Name: Anthony W. Czarnik, Ph.D.
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Amendment and Assignment Agreement as of the date first written above.

DEUTERIA PHARMACEUTICALS, INC.

By: _____
Name: Sheila DeWitt, Ph.D.
Title: President and Chief Executive Officer

PROTIA, LLC

By: Anthony W. Czarnik
Name: Anthony W. Czarnik, Ph.D.
Title: Manager

Exhibit A

Assigned Patents

Assets to Transfer to Protia, LLC							
No.	Reference	Issued US Patent	US Published Application/ App No/ Priority No(s)	PCT Publication No.	Fees Up To Date?	Next Fee Due	Patent Application Title
1a	PRO-013		App No. 11/745,704	-	Abandoned	None	DEUTERIUM-ENRICHED ATORVASTATIN
1	PRO-013-CNT	7,745,480	20080280971 App No. 12/098,198 Pr Doc 11/745,704	-	Yes-issued patent	29Jun13, \$575, Maintenance Fee	DEUTERIUM-ENRICHED ATORVASTATIN
2a	PRO-027	7,531,685	App No. 11/757,333	-	Yes-issued patent	None	DEUTERIUM-ENRICHED OXYBUTYNIN
2	PRO-027-CNT1		20090156671 App No. 12/368,651 Pr Doc 11/757,333	-	Abandoned	None	DEUTERIUM-ENRICHED OXYBUTYNIN
3	PRO-044	7,915,309	20080319064 App No. 11/765,668	-	Yes-issued patent	29Mar14, \$575, Maintenance Fee	DEUTERIUM-ENRICHED OSELTAMVIR
3a	PRO-044-PCT		Pr Doc 11/765,668	WO2008157653	Expired PCT		DEUTERIUM-ENRICHED OSELTAMVIR
4a	PRO-058-P1		App No. 60/972,764	-	Expired Provisional	None	DEUTERIUM-ENRICHED CAPECITABINE
4	PRO-058	7,842,675	20090075931 App No. 12/196,236 Pr Doc 60/972,764	-	Yes-issued patent	30Nov13, \$575, Maintenance Fee	DEUTERIUM-ENRICHED CAPECITABINE
5a	PRO-129-P1		App No. 60/975,154	-	Expired Provisional	None	DEUTERIUM-ENRICHED SDX-101
5	PRO-129	7,956,080	20090082417 App No. 12/233,344 Pr Doc 60/975,154	-	Yes-issued patent	7Jun14, \$575, Maintenance Fee	DEUTERIUM-ENRICHED SDX-101
6a	PRO-143-P1		App No. 60/972,229	-	Expired Provisional	None	DEUTERIUM-ENRICHED NELARABINE
6	PRO-143	7,846,912	20090075930 App No. 12/205,664 Pr Doc 60/972,229	-	Yes-issued patent	12Dec13, \$575, Maintenance Fee	DEUTERIUM-ENRICHED NELARABINE
7a	PRO-186-P1		App No. 60/972,789	-	Expired Provisional	None	DEUTERIUM-ENRICHED RISPERIDONE
7	PRO-186	7,776,866	20090076036 App No. 12/208,684 Pr Doc 60/972,789	-	Yes-issued patent	17Aug13, \$575, Maintenance Fee	DEUTERIUM-ENRICHED RISPERIDONE
8a	PRO-196-P1		App No. 60/972,250	-	Expired Provisional	None	DEUTERIUM-ENRICHED TOPOTECAN
8	PRO-196	8,026,249	20090076056 App No. 12/206,368 Pr Doc 60/972,250	-	Yes-issued patent	27Sept14, \$575, Maintenance Fee	DEUTERIUM-ENRICHED TOPOTECAN

Annex A

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS is made effective as of December 3, 2012 (the "Effective Date") by and between Deuteria Pharmaceuticals, Inc., a Delaware corporation (the "Assignor"), and Protia, LLC, a Nevada limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto, including all foreign counterparts, divisions, continuations, continuations-in-part, reissues, reexaminations or supplemental patent certificates thereof or therefore (collectively, the "Patents"); and

WHEREAS, Assignor and Assignee entered into that certain Amendment and Assignment Agreement (the "Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to assign, transfer, convey and deliver to Assignee all right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the premises set forth above and in the Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby assigns, transfers, conveys and delivers to Assignee, Assignor's entire right, title and interest in and to the Patents, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Patents, along with the right to sue for past infringements and collect the same for Assignee's sole use and enjoyment.

Assignor further authorizes the Director of the U.S. Patent & Trademark Office, and any official of any country or countries, foreign to the United States whose duty it is to record patents, applications and titles thereto, to record the Patents and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Patents as of the date set forth above.

DEUTERIA PHARMACEUTICALS, INC.

By: Sheila DeWitt
Name: Sheila DeWitt, Ph.D.
Title: President and Chief Executive Officer

PROTIA, LLC

By: _____
Name: Anthony W. Czarnik, Ph.D.
Title: Manager

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Patents as of the date set forth above.

DEUTERIA PHARMACEUTICALS, INC.

By: _____
Name: Sheila De Witt, Ph.D.
Title: President and Chief Executive Officer

PROTIA, LLC

By: AW Czarnik
Name: Anthony W. Czarnik, Ph.D.
Title: Manager

STATE OF Massachusetts)

COUNTY OF Suffolk)

BEFORE ME, the undersigned authority, on this 3rd day of December 2012, personally appeared Sheila DeWitt, Ph.D., President and Chief Executive Officer of Deuteria Pharmaceuticals, Inc., a Delaware corporation, on behalf of said corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.



Notary Public

My Commission Expires: September 5, 2014

[SEAL]

SCHEDULE A

Assigned Patents

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PATENT

RECORDED: 01/31/2013

REEL: 029732 FRAME: 0869