

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Diosamine Development Corporation	02/02/2010
RECEIVING PARTY DATA	
Name:	Pharos Pharmaceuticals Inc.
Street Address:	110 Grosvenor Road
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14610
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12596068
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ATTORNEY DOCKET NUMBER:	VESH-024/PUS
NAME OF SUBMITTER:	Scott D. Rothenberger
Signature:	/Scott D. Rothenberger/
Date:	06/25/2013
Total Attachments: 3 source=DDCtoPharos#page1.tif source=DDCtoPharos#page2.tif source=DDCtoPharos#page3.tif	

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## ASSIGNMENT

### PARTIES:

- (1) Diosamine Development Corporation (incorporated in California, US)  
of 280 Madison Avenue, Suite 912-206, New York, New York 10016, US  
("ASSIGNOR")
- (2) Pharos Pharmaceuticals Inc. (incorporated in California, US)  
of 110 Grosvenor Road, Rochester, New York 14610, US  
("ASSIGNEE")

### RECITALS:

The parties have agreed that 50% of all rights in the patent applications particularised in the Schedule (the "APPLICATIONS") should be assigned to the ASSIGNEE. The parties have further agreed that neither co-owner can assign or license the APPLICATIONS or any other PATENT RIGHTS to a third party without the consent of the other co-owner.

### OPERATIVE TERMS:

In consideration of the sum of UK£1 (one UK pound sterling) paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which is hereby acknowledged) IT IS AGREED as follows:

#### 1. Assignment

The ASSIGNOR hereby assigns to the ASSIGNEE and the ASSIGNEE hereby accepts 50% of all the ASSIGNOR's property, right, title and interest in and to the APPLICATIONS including without limitation:

- (a) the APPLICATIONS and all patent applications, patents and supplementary protection certificates which may derive or result from the same, including any divisionals, continuations, reissues, extensions and registrations in relation to any thereof and all and any other rights in the inventions comprised in the above (together referred to as the "PATENT RIGHTS");
- (b) the benefit of all priority dates;
- (c) the right to seek and obtain registrations in other countries in respect of any patents deriving from the APPLICATIONS or otherwise included in the PATENT RIGHTS;
- (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of the APPLICATIONS or of the rights conferred by publication of the same or of any of the PATENT RIGHTS.



2. Authorisation

The ASSIGNOR hereby authorises the ASSIGNEE and the ASSIGNEE's agents to sign all such forms on behalf of the ASSIGNOR as the ASSIGNEE considers appropriate in order to record the APPLICATIONS and any other PATENT RIGHTS in the joint names of the ASSIGNEE and the ASSIGNOR.

3. Agreement

The ASSIGNOR and the ASSIGNEE hereby agree that neither can assign or license the APPLICATIONS or any other PATENT RIGHTS to a third party without the consent of the other.

4. Law

This Assignment shall be governed by and construed and take effect in accordance with English law.

IN WITNESS of which the parties have executed this Assignment.

**SCHEDULE – THE APPLICATIONS**

<u>Application No.</u>	<u>Publication No.</u>	<u>Application Date</u>
GB 0622688.0	-	14 November 2006
GB 0711138.8	-	11 June 2007
PCT/EP2007/062355	WO 2008/059003	14 November 2007
EP 07822603.2	-	14 November 2007
USSN 12/596,068	-	14 November 2007
GB 0711139.6	GB 2450087	11 June 2007
PCT/GB2008/050437	WO 2008/152423	11 June 2008
GB 0711140.4	GB 2450088	11 June 2007
PCT/GB2008/050434	WO 2008/152421	11 June 2008

**EXECUTED by ASSIGNEE**

Signature: Julian M. Galvez

Name: JULIAN M. GALVEZ

Date: FEBRUARY 2, 2010

Position: CHIEF FINANCIAL OFFICER

**WITNESSED BY**

Signature: Julian Galvez

Name: JULIAN GALVEZ (W)

Date: 02/02/2010

**EXECUTED by ASSIGNOR**

Signature: Leslie E. Howson

Name: LESLIE E. HOWSON

Date: FEBRUARY 2, 2010

Position: PRESIDENT

**WITNESSED BY**

Signature: Maripaz E. Rodriguez

Name: MARIPAZ E. RODRIGUEZ

Date: 02/02/2010