

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Discovery Laboratories, Inc.	08/15/2013
RECEIVING PARTY DATA	
Name:	Philip Morris USA Inc.
Street Address:	6601 W. Broad Street
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13843172
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1033018-000200
NAME OF SUBMITTER:	Peter K. Skiff
Signature:	/Peter K. Skiff/
Date:	08/16/2013
Total Attachments: 2 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif	

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ASSIGNMENT

THIS ASSIGNMENT, by Discovery Laboratories, Inc., a corporation duly organized under and pursuant to the laws of Delaware, having its principal place of business at 2600 Kelly Road, Suite 100, Warrington, Pennsylvania 18976-3622 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is 100% owner of certain new and useful improvements set forth in U.S. Patent Serial No. 13/843,172, filed March 15, 2013 and entitled VENTILATOR AEROSOL DELIVERY SYSTEM, by Assignment recorded in the U.S. Patent and Trademark Office on Reel 030261/Frame 0062; and

WHEREAS, Philip Morris USA Inc., a corporation duly organized under and pursuant to the laws of the commonwealth of Virginia and having its principal place of business at 6601 W. Broad Street, Richmond, Virginia 23230-1723 (hereinafter referred to as "the Assignee"), is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to said patent application.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged and pursuant to the Amended and Restated Licensing Agreement dated March 28, 2008 between the Assignor and the Assignee ("the 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 entire right, title, and interest in and to the above-mentioned patent application, the entire right, title and interest in and to any applications for Letters Patent of the United States claiming priority to said application, and any and all Letters Patent or Patents of the United States of America that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications that are within the scope of Chrysalis Technology Improvements as described in Section 8.2.2 of the Agreement, and reissues and extensions of said Letters Patent or Patents, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is 100% lawful owner of the entire right, title, and interest in and to the inventions set forth in said application and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;


AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the

Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, 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;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said invention, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

DISCOVERY LABORATORIES, INC.

Date: August 15, 2013

By: 
Name: Mary B. Templeton, Esq.
Title: Senior Vice President, General Counsel