

PATENT ASSIGNMENT

Electronic Version v1.1
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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>08/05/2013</td> </tr> <tr> <td>Benjamin K. YAFFE</td> <td>08/06/2013</td> </tr> </tbody> </table>		Name	Execution Date	Pamela PALMER	08/05/2013	Benjamin K. YAFFE	08/06/2013				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>AcelRx Pharmaceuticals, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>351 Galveston Dr.</td> </tr> <tr> <td>City:</td> <td>Redwood City</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 Dr.	City:	Redwood City	State/Country:	CALIFORNIA	Postal Code:	94063
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
Fax Number: 2028427899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: ctipton@cooley.com Correspondent Name: Cooley LLP Address Line 1: 1299 Pennsylvania Avenue NW, Suite 700 Address Line 2: ATTN: Patent Group Address Line 4: Washington, DISTRICT OF COLUMBIA 20004											
ATTORNEY DOCKET NUMBER:	ACEL-003/02US 312523-2110										
NAME OF SUBMITTER:	Margaret S. Fiscofer										
Signature:	/Margaret S. Fiscofer/ #61,689										
Date:	09/06/2013										

Total Attachments: 4

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ASSIGNMENT

BENJAMIN K.

~~Ben Yaffe~~, residing at 140 Vasquez Avenue, San Francisco, CA 94127, and
Pamela Palmer, residing at 185 Franklin St., #13, San Francisco, CA 94102 (each referred to
as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application
for patent of the United States, entitled STORAGE AND DISPENSING DEVICES
FOR ADMINISTRATION OF ORAL TRANSMUCOSAL DOSAGE FORMS, and
which is a:

- (1) ☒ provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. 61/161,267, and filed on
March 18, 2009;
- (2) ☒ non-provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. 12/724,634, and filed on
March 16, 2010; and/or
- (3) ☒ non-provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. 13/416,236, and filed on
March 9, 2012.

WHEREAS, AcelRx Pharmaceuticals, Inc., a corporation duly organized under
and pursuant to the laws of California, and having its principal place of business at 351
Galveston Dr., Redwood City, CA 94063 (the "Assignee"), is desirous of acquiring the
entire right, title, and interest in: the Invention; the application for patent identified in
paragraph (1), (2) and/or (3); the right to file applications for patent of the United States
or other countries on the Invention; any application for patent of the United States or
other countries claiming priority to these application; any provisional or other right to
recover damages, including royalties, for prior infringements of these applications; and
any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of
which is hereby acknowledged, and to the extent that the Assignor has not done so
already via a prior agreement with the Assignee, or if the Assignor has already done so
via a prior agreement with the Assignee then in confirmation of any obligation to do so in
said prior 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
(b) the application for patent identified in paragraph (1) (2) and/or (3);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue(s) and extension(s) of said patent(s).

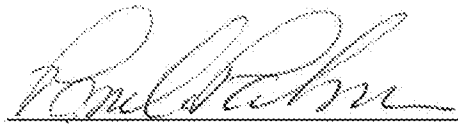
The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 8/5/13

By: 
Pamela Palmer

State of _____)
) ss.
County of _____)

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

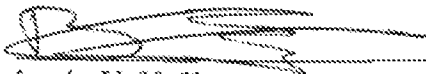
WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: 06 AUG 13

By: 
Benjamin K. Yaffe

State of _____)
County of _____) ss.

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
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which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____