

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2829947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SERGIO CESCO-CANCIAN	04/16/2014
THOMAS HOY	04/17/2014
EDWARD H TRAPPLER	04/17/2014
MICHAEL S THOMAS	04/17/2014
RECEIVING PARTY DATA	
Name:	Discovery Laboratories, Inc.
Street Address:	2600 Kelly Road, suite 100
City:	Warrington
State/Country:	PENNSYLVANIA
Postal Code:	18976-3622
Name:	DISCOVERY LABORATORIES, INC.
Street Address:	2600 KELLY ROAD
Internal Address:	SUITE 100
City:	WARRINGTON
State/Country:	PENNSYLVANIA
Postal Code:	18976
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14091608
CORRESPONDENCE DATA	
Fax Number:	(215)488-9557
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215-488-9346
Email:	mvolin@discoverylabs.com
Correspondent Name:	MARINA E VOLIN
Address Line 1:	2600 KELLY ROAD, SUITE 100
Address Line 4:	WARRINGTON, PENNSYLVANIA 18976-3622
NAME OF SUBMITTER:	MARINA E VOLIN
SIGNATURE:	/Marina E Volin/

PATENT

DATE SIGNED:	04/25/2014
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Total Attachments: 6

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ASSIGNMENT

WHEREAS, we, **Sergio Cesco-Cancian**, a citizen of Italy, with a post office address of 4108 Shannon Avenue, Bethlehem, PA 18020, **Thomas Hoy**, a citizen of the United States of America, with a post office address of 5505 Potters Lane, Pipersville, PA 18947, **Edward H. Trappler**, a citizen of the United States of America, with a post office address of 79 Flint Road, Langhorne, PA 19047, and **Michael S. Thomas**, a citizen of the United States of America, with a post office address of 89 Buckshire Place, Holland, PA 18966, hereinafter generally referred to as "ASSIGNORS", are joint inventors and/or contributors of certain inventions for which we have filed an application for Letters Patent in the United States Patent and Trademark Office, identified as Application No. 14/091608, filed November 27, 2013, entitled **LYOPHILIZATION OF SYNTHETIC LIPOSOMAL PULMONARY SURFACTANT**.

WHEREAS, **Discovery Laboratories, Inc.**, with a post office address of 2600 Kelly Road, Suite 100, Warrington, PA 18976-3622, a corporation of Delaware, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring the entire right, title, and interest in and to the invention(s) which are disclosed in said application and all improvements thereon, and in and to said application and any and all patents and extensions thereof in the United States and countries foreign thereto which have been or may be granted on said invention(s) or any part thereof, or any improvements thereon.

NOW, THEREFORE, for good and valuable executed consideration, the receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey, and by these presents do sell, assign, transfer and convey to said ASSIGNEE, the entire right, title and interest in and to said inventions and improvements thereon which we, the undersigned ASSIGNORS may make, conceive or acquire during the course of our association with ASSIGNEE aforesaid and for one year thereafter, and in and to said application for Letters Patent and any and all provisional applications identified in the above application, and corresponding patent application(s) and continuations, divisions and renewals of and substitutes for said corresponding patent application(s), and in, and to any and all Letters Patent which may be granted on said invention or any part thereof or any improvements thereof in the United States and all countries foreign thereto, and in and to any and all reissue(s), reexaminations and extension(s) of said patent(s) in the United States and all countries foreign thereto on said invention or any part thereof or any improvements thereof and any international priority rights associated therewith, and assign to and authorize said ASSIGNEE, to file in our names corresponding applications for Letters Patent in all countries, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional application(s), said application for Letters Patent, corresponding patent application(s), and said Letters Patent to said ASSIGNEE,

its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said inventions or improvements, said provisional application(s), said application for Letters Patent, said corresponding patent applications(s) and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on any applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any corresponding patent application(s) aforesaid, in accordance with the terms of this Assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, having read the aforesaid Assignment and intending to be legally bound thereby, I have hereunto set my hand and seal on this

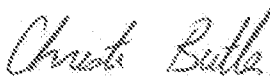
17th day of April, 2014
 (day) (month) (year)



 (signature)
 Name: **Thomas Hoy**

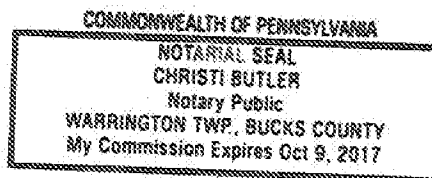
NOTARY CERTIFICATION

Before me, a notary public in and for the State and County aforesaid, on this 17th day of April, 2014, personally appeared **Thomas Hoy**, who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



 Notary Public

STATE OF Pennsylvania :
 COUNTY OF Bucks : ss.



IN WITNESS WHEREOF, having read the aforesaid Assignment and intending to be legally bound thereby, I have hereunto set my hand and seal on this

17th day of APRIL, 2014
(day) (month) (year)

Edward H. Trappler (signature)
Name: Edward H. Trappler

NOTARY CERTIFICATION

Before me, a notary public in and for the State and County aforesaid, on this 17th day of April, 2014, personally appeared **Edward H. Trappler**, who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Denise Betz
Notary Public

STATE OF _____
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal :
Denise Betz, Notary Public :
Northampton Twp., Bucks County : ss.
My Commission Expires Oct. 27, 2016 :
COUNTY OF _____

IN WITNESS WHEREOF, having read the aforesaid Assignment and intending to be legally bound thereby, I have hereunto set my hand and seal on this

17 day of April, 2014
(day) (month) (year)

Michael S. Thomas (signature)

Name: **Michael S. Thomas**

NOTARY CERTIFICATION

Before me, a notary public in and for the State and County aforesaid, on this 17th day of April, 2014, personally appeared **Michael S. Thomas**, who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Dennis G. Notary
Notary Public

STATE OF COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Notarial Seal ss.
Dennis G. Notary Public
Northampton Twp., Bucks County
My Commission Expires Oct. 27, 2015