

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3003819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANK E. BLONDINO	08/18/2014
ERIC S. EDWARDS	08/11/2014
EVAN T. EDWARDS	08/18/2014
GLEN L. KELLEY	08/18/2014
PAUL F. MEYERS	08/19/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KALEO, INC.
<b>Street Address:</b>	111 VIRGINIA STREET
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	RICHMOND
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23219
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14335490
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)456-8100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	7034568000
<b>Email:</b>	CTIPTON@COOLEY.COM, JSCOTT@COOLEY.COM
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE
<b>Address Line 2:</b>	SUITE 700 ATTN: PATENT GROUP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	INTJ-013/00US 306456-2208
<b>NAME OF SUBMITTER:</b>	ANDERS E. FERNSTROM
<b>SIGNATURE:</b>	/Anders E. Fernstrom/
<b>DATE SIGNED:</b>	08/29/2014
<b>Total Attachments: 9</b>	

PATENT

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## ASSIGNMENT

**Frank E. BLONDINO**, residing at 2212 Ridgefield Green Way, Henrico, VA 23233, **Eric S. EDWARDS**, residing at 6431 Burnt Mills Lane, Moseley, VA 23120, **Evan T. EDWARDS**, residing at 21 Old Farm Road, Charlottesville, VA 22903, **Glen L. KELLEY**, residing at 11001 New Harvard Court, Glen Allen, VA 23059, and **Paul F. MEYERS**, residing at 11447 Niagara Drive, Fishers, IN 46037 (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 **DEVICES AND METHODS FOR DELIVERING OPIOID ANTAGONISTS INCLUDING FORMULATIONS FOR NALOXONE**, and which is a:

- (1) ☐ provisional application  
(a) ☐ to be filed herewith; or  
(b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application  
(a) ☐ to be filed herewith; or  
(b) ☒ bearing Application No. **14/335,490**, and filed on **July 18, 2014**; and/or
- (3) ☐ PCT application  
(a) ☐ bearing Application No. , and filed on .

**WHEREAS, kaleo, Inc.**, a corporation duly organized under and pursuant to the laws of Virginia, and having principal place of business at 111 Virginia Street, Suite 300, Richmond, VA 23219 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) 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(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) 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(s) 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, and all rights of claiming priority in any country of the world;
- (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, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2), and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), 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), reexamination(s), revival(s), renewal(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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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 application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) 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.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

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: August 18 2014

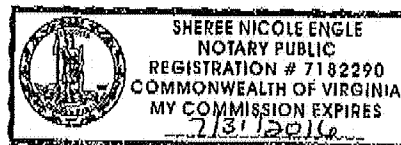
By:   
**Frank E. BLONDINO**

State of Virginia )  
 City Richmond ) ss.  
 County of Richmond )

On August 18, 2014, before me, Sheree Engle <sup>SWE</sup>,  
Frank Blondino  
 Notary Public, personally appeared Frank Blondino,  
 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.

WITNESS my hand and official seal.

Sheree Engle  
 Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 7/31/2016

Date: August 11<sup>th</sup>, 2014

By:

[Signature]  
Eric S. EDWARDS

State of Virginia )  
City Richmond ) ss.  
County of Richmond )

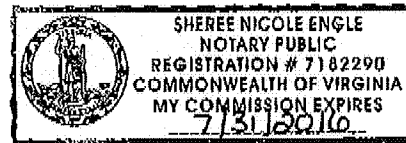
Sheree Engle

On August 11, 2014, before me, Eric Edwards,

Notary Public, personally appeared Eric Edwards,

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.

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 7/31/2016

Date: 08/18/2014

By: [Signature]

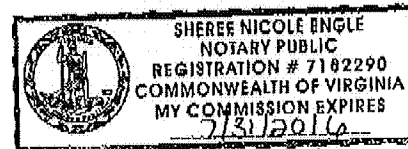
Evan T. EDWARDS

State of Virginia )  
City of Richmond ) ss.  
County of Richmond )

On August 18, 2014, before me, Sheree Engle,  
Notary Public, personally appeared Evan Edwards,  
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.

WITNESS my hand and official seal:

Sheree Engle  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 7/31/2016



Date: August 18, 2014

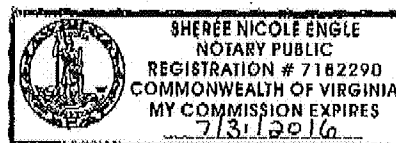
By: Glen Kelley  
Glen E. KELLEY

State of Virginia )  
City ) ss.  
County of Richmond )

On August 18, 2014, before me, Sherree Engle,  
Notary Public, personally appeared Glen Kelley,  
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.

WITNESS my hand and official seal.

Sherree Engle  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 7/31/2016

Date: August 19 / 2014By: Paul F. Meyers

Paul F. MEYERS

State of Indiana )  
County of Hamilton ) ss.

On August 19, 2014, before me, Nicholas Ludlow,  
Notary Public, personally appeared Paul F. Meyers,  
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.

WITNESS my hand and official seal.

Signature of Notary Public

My Commission Expires: \_\_\_\_\_



NICHOLAS J. LUDLOW  
Notary Public, State of Indiana  
Hamilton County  
Commission # 583945  
My Commission Expires  
October 21, 2016

Place Notary Seal Above

Date: 08/18/2014

By: Evan T Edwards

Name:

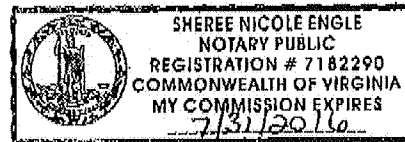
Title: VP Product Development

Company: kaleo, Inc.

State of Virginia )  
City ) ss.  
County of Richmond )

On August 18, 2014, before me, Sherree Engle,  
Notary Public, personally appeared Evan Edwards,  
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.

WITNESS my hand and official seal.



Sherree N Engle  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 7/31/2016