

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3100978

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN P. TOSCANO	01/15/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CARDIOXYL PHARMACEUTICALS, INC.
<b>Street Address:</b>	1450 RALEIGH ROAD
<b>Internal Address:</b>	EXCHANGE EAST, SUITE 212
<b>City:</b>	CHAPEL HILL
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27517
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14158456
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)813-4848
<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>	
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<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94040
<b>ATTORNEY DOCKET NUMBER:</b>	381747-014US (126843)
<b>NAME OF SUBMITTER:</b>	GEORGE A. SENICH
<b>SIGNATURE:</b>	/GEORGE A. SENICH/
<b>DATE SIGNED:</b>	11/10/2014
<b>Total Attachments: 1</b>	
source=2014-01-15 Cardioxyl (014US) Toscano Assignment executed#page1.tif	

# ASSIGNMENT

WHEREAS, I, the undersigned,

**John P. Toscano**, resident of 18 Tree Farm, Glen Arm, Maryland 21057, USA;

have invented certain new and useful improvements in "NITROXYL DONORS WITH IMPROVED THERAPEUTIC INDEX" and have executed an application for a patent of the United States, having Application No. \_\_\_\_\_, filing date of January \_\_\_\_\_, 2014, and

WHEREAS, **CARDIOXYL PHARMACEUTICALS, INC.** (hereinafter termed "Assignee"), a corporation of the State of **Delaware**, having a place of business at **1450 Raleigh Road, Exchange East, Suite 212, Chapel Hill, NC 27517, USA**, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by me (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by me to have been received in full from said Assignee:

1. I do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. I hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by me shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by me in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon me, my respective heirs, legal representatives and assigns.

4. I hereby warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. I hereby authorize and request the attorneys at Dechert LLP to insert the filing date and application number of said application when known, after this instrument has been executed.

IN WITNESS WHEREOF, I have executed and delivered this instrument to said Assignee.

Date: 1/15/14 By: John P. Toscano  
John P. Toscano

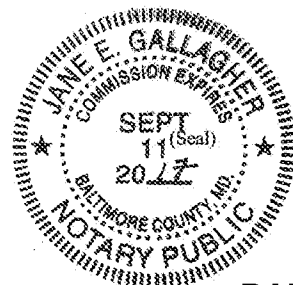
County of Baltimore )  
State of Maryland ) SS.

On this 15th day of January, in the year 2014, before me, Jane E. Gallagher, Notary Public, personally appeared **John P. Toscano**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jane E. Gallagher  
(Notary Public)

Page 1 of 1



18846182.1.BUSINESS

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RECORDED: 11/10/2014

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