

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5180296

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AKEBIA THERAPEUTICS, INC.	06/21/2018
RECEIVING PARTY DATA	
Name:	AERPIO THERAPEUTICS, INC.
Street Address:	9987 CARVER ROAD
Internal Address:	SUITE 420
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45242
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	12940883
Application Number:	12940891
Application Number:	12940901
Application Number:	13768308
Application Number:	13770135
Application Number:	14465027
Application Number:	14628261
Application Number:	14688216
Application Number:	15366437
Application Number:	15900447
Application Number:	61258914
Application Number:	61258918
CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<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>	
Phone:	206-622-4900
Email:	barthz@seedip.com
Correspondent Name:	SEED IP LAW GROUP LLP
Address Line 1:	701 5TH AVENUE

PATENT

Address Line 2: SUITE 5400
Address Line 4: SEATTLE, WASHINGTON 98104

ATTORNEY DOCKET NUMBER: 364074.401

NAME OF SUBMITTER: MICHAEL P. COOPER

SIGNATURE: /Michael P. Cooper/

DATE SIGNED: 10/09/2018

Total Attachments: 15

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ASSIGNMENT

WHEREAS, Joseph H. Gardner and Robert Shalwitz, joint inventors of the invention(s) as described and claimed in the specification for which applications for United States and foreign letters patents were filed, as listed in Appendix A, previously assigned, sold and transferred to Akebia Therapeutics, Inc. (hereinafter "ASSIGNOR"), a corporation of the State of Delaware having a place of business at 9987 Carver Road, Suite 420, Cincinnati, OH 45242, their entire rights, title, and interest in and to said invention(s);

WHEREAS, ASSIGNOR previously assigned to Aerpio Therapeutics, Inc. (hereinafter "ASSIGNEE"), a corporation of the State of Delaware having a place of business at 9987 Carver Road, Suite 420, Cincinnati, OH 45242, under a December 22, 2011 Asset Contribution Agreement which included an IP Assignment Agreement (Appendix B) and Assumption Agreement (Appendix C), all of its existing and future rights, title and interest of every nature in, to and under certain assets, including the invention(s) as described and claimed in the specification for which applications for United States and foreign letters patents were filed, as listed in Appendix A;

WHEREAS, Shengde Wu is being added as a joint inventor of invention(s) as described and claimed in the specification for which applications for United States and foreign letters patents were filed, as listed in Appendix A;

WHEREAS, ASSIGNOR has now received Shengde Wu's entire rights, title and interest in and to said invention(s);

NOW, THEREFORE, subject to the prior assignment of all of ASSIGNOR's future rights, title and interest of every nature in, to and under said invention(s), ASSIGNOR hereby confirms having sold, assigned, conveyed, and transferred unto ASSIGNEE the entire right, title, and interest in and to said invention(s), said applications, and any and all letters patents which may be granted for said invention(s) in the United States of America and its territorial possessions including any extensions or adjustments in term thereof and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States applications to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, and including the right to sue and collect damages for past and present infringement of said letters patents; said inventions, applications and all letters patents on said invention(s) to be held and enjoyed by ASSIGNEE and its

entirely as the same would have been held and enjoyed by ASSIGNOR had the assignment, transfer and sale not been made. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all letters patents on said invention(s) to ASSIGNEE. ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patents on said invention(s), for litigation regarding said letters patents, or for the purpose of protecting title to said invention or letters patents therefor.

AKEBIA THERAPEUTICS, INC.

June 21, 2018
Date

Joseph H. Gardner
(Signatory Signature)

Joseph H. Gardner
(Signatory Name, Title)

Acting as Attorney-in-Fact
for Assignor

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AERPIO THERAPEUTICS, INC.

June 21, 2018
Date

Joseph H Gardner (Assignee)
(Signatory Signature)

Joseph H Gardner
(Signatory Name, Title)
President & Founder

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APPENDIX A

Applications and Letters Patent

Country	Application No.	Filing/Entry Date	Patent No.	Grant Date
Australia	AU 2010314973	May 31, 2012	AU 2010314973	December 11, 2014
Australia	AU 2010314976	May 31, 2012	AU 2010314976	June 19, 2014
Australia	AU 2010314982	May 31, 2012	AU 2010314982	December 12, 2013
Brazil	BR 2012-1120120107593	November 5, 2010	----	----
Brazil	BR 2012-1120120107623	November 5, 2010	----	----
Brazil	BR 2012-1120120107666	November 5, 2010	----	----
Canada	CA 2774039	March 12, 2012	----	----
Canada	CA 2774043	March 12, 2012	CA 2774043	April 14, 2015
Canada	CA 2774046	March 12, 2012	CA 2774046	September 20, 2016
China	CN 201080050210.1	November 5, 2010	ZL201080050210.1	February 17, 2016
China	CN 201080050181.9	November 5, 2010	ZL201080050181.9	February 19, 2014
China	CN 201080050212.0	November 5, 2010	ZL201080050212.0	November 26, 2014
Europe	EP 10829174.1	November 5, 2010	EP 2 496 082	October 12, 2016
Europe	EP 10829176.6	November 5, 2010	EP 2 496 236	May 1, 2013
Europe	EP 10829180.8	November 5, 2010	EP 2 496 084	June 10, 2015
Europe	EP 13165749.6	November 5, 2010	EP 2 649 998	March 4, 2015
Europe	EP 14193060.2	November 5, 2010	EP 2 853 265	July 26, 2017
Europe	EP 15154363.4	November 5, 2010	----	----
Europe	EP 15164257.6	November 5, 2010	----	----
Hong Kong	HK 2012/110021	October 11, 2012	HK1169275	May 6, 2016
Hong Kong	HK 2012-110019	October 11, 2012	HK 1169274	January 12, 2018
Hong Kong	HK 2012-110020	October 11, 2012	HK 1169313	August 9, 2013
Hong Kong	HK 2014-103621	April 16, 2014	HK 1190334	January 8, 2016
Hong Kong	HK 2015-109530	September 29, 2015	----	----
India	IN 4940/DELNP/2012	June 5, 2012	----	----
India	IN 4949/DELNP/2012	June 5, 2012	----	----
India	IN 4950/DELNP/2012	June 5, 2012	----	----
Indonesia	ID 2012-W1897	November 5, 2010	----	----
Indonesia	ID 2012-W1898	November 5, 2010	----	----
Indonesia	ID 2012-W1899	November 5, 2010	IDP000037760	January 23, 2015
Israel	IL 219610	May 6, 2012	IL 219610	October 31, 2015
Israel	IL 219611	May 6, 2012	IL 219611	July 1, 2017
Israel	IL 219612	May 6, 2012	IL 219612	March 1, 2017
Israel	IL 239918	July 13, 2015	----	----
Japan	JP 2012537236	April 27, 2012	JP 5627040	October 10, 2014
Japan	JP 2012537237	April 27, 2012	JP 5599467	August 22, 2014

Japan	JP 2012537240	April 27, 2012	JP 5591939	August 8, 2014
Japan	JP 2014045733	March 7, 2014	JP 5865411	January 8, 2016
Japan	JP 2014045734	March 7, 2014	-----	-----
Japan	JP 2014155145	July 30, 2014	JP 5961665	July 1, 2016
Malaysia	MY 2012-1216	November 5, 2010	MY 160066	February 15, 2017
Malaysia	MY 2012-1217	November 5, 2010	MY 163511	September 15, 2017
Malaysia	MY 2012-1219	November 5, 2010	MY 161880	May 15, 2017
Mexico	MX/a/2012/005273	May 4, 2012	-----	-----
Mexico	MX/a/2012/005274	May 4, 2012	MX 315122	November 7, 2013
Mexico	MX/a/2012/005275	May 4, 2012	MX 330753	June 12, 2015
Mexico	MX/a/2013/009454	November 5, 2010	-----	-----
New Zealand	NZ 600405	November 5, 2010	600405	December 2, 2014
New Zealand	NZ 600396	November 5, 2010	600396	December 2, 2014
New Zealand	NZ 600400	November 5, 2010	600400	January 6, 2015
New Zealand	NZ 629733	November 5, 2010	629733	May 27, 2016
PCT	PCT/US2010/055691	November 5, 2010	-----	-----
PCT	PCT/US2010/055694	November 5, 2010	-----	-----
PCT	PCT/US2010/055704	November 5, 2010	-----	-----
Philippines	PH 12012500788	April 20, 2012	PH 12012500788	June 6, 2016
Philippines	PH 12012500789	April 20, 2012	PH 12012500789	September 2, 2014
Philippines	PH 12012500790	April 20, 2012	-----	-----
Russia	RU 2012123386	June 6, 2012	RU 2521251	June 27, 2014
Russia	RU 2012123387	June 6, 2012	RU 2518071	June 10, 2014
Russia	RU 2012123388	June 6, 2015	RU 2518416	June 10, 2014
Singapore	SG 201203017	November 5, 2010	SG 180528	December 22, 2014
Singapore	SG 201203018-5	November 5, 2010	SG 180529	May 4, 2017
Singapore	SG 201203034	November 5, 2010	SG 180541	December 9, 2014
South Africa	ZA 2012-4102	June 5, 2012	ZA 2012004102	August 28, 2013
South Africa	ZA 2012-4103	November 5, 2010	ZA 2012004103	August 28, 2013
South Africa	ZA 2012-4104	November 5, 2010	ZA 2012004104	February 27, 2013
South Korea	KR 10-2012-7014419	June 4, 2012	KR 1445946	September 23, 2014
South Korea	KR 10-2012-7014454	June 4, 2012	KR 1483831	January 12, 2015
South Korea	KR 10-2012-7014522	June 4, 2012	-----	-----
South Korea	KR 10-2014-7008577	June 4, 2012	-----	-----
South Korea	KR 10-2014-7017414	June 24, 2014	-----	-----
South Korea	KR 10-2014-7026829	September 24, 2014	-----	-----
South Korea	KR 10-2015-7001507	January 20, 2015	KR 1613103	April 11, 2016
South Korea	KR 10-2015-7026346	September 23, 2015	KR 1591701	January 29, 2016
Thailand	1201001909	November 5, 2010	-----	-----
Thailand	1201001908	November 5, 2010	-----	-----
Thailand	1201001910	November 5, 2010	-----	-----

USA	US 12/940,883	November 5, 2010	US 8,778,412	July 15, 2014
USA	US 12/940,891	November 5, 2010	US 8,536,181	September 17, 2013
USA	US 12/940,901	November 5, 2010	US 8,309,537	November 13, 2012
USA	US 13/768,308	February 15, 2013	US 9,045,495	June 2, 2015
USA	US 13/770,135	February 19, 2013	US 8,883,774	November 11, 2014
USA	US 14/465,027	August 21, 2014	US 8,999,971	April 7, 2015
USA	US 14/628,261	February 22, 2015	US 9,278,930	March 8, 2016
USA	US 14/688,216	April 16, 2015	US 9,540,326	January 10, 2017
USA	US 15/366,437	December 1, 2016	---	---
USA	US 15/900,447	February 20, 2018	---	---
USA	US 61/258,914	November 6, 2009	---	---
USA	US 61/258,918	November 6, 2009	---	---
Vietnam	VN 2012-1413	November 5, 2010	---	---
Vietnam	VN 2012-1414	November 5, 2010	---	---
Vietnam	VN 2012-1415	November 5, 2010	---	---

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APPENDIX B

IP Assignment Agreement

IP ASSIGNMENT AGREEMENT

This Assignment of patents (this "Assignment") is made as of December 22, 2011 by and between Akebia Therapeutics, Inc., a Delaware corporation ("Assignor") and Aerpio Therapeutics, Inc., a Delaware corporation, its successors and assigns, (collectively, the "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications identified in the Schedule of Patents attached hereto, (collectively, the "Patents").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement (the "Agreement") dated December 22, 2011, pursuant to which Assignor has agreed to convey to the Assignee the Contributed Assets, including the Patents. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

NOW THEREFORE, for good and valuable Consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows.

1. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Patents; (ii) any and all other rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, or other legal protections arising from the Patents and related rights that are or may be secured in any relevant jurisdiction anywhere in the world; (iii) all income, royalties, damages, annuities and payments now or hereafter due or payable with respect to the Patents; and (iv) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof.

2. The foregoing assigned Patents and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

3. Pursuant to the terms and conditions of the Agreement and the Bill of Sale, the Patents assigned pursuant hereto, shall be free and clear of any liens, encumbrances or other interests.

4. Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

5. Assignor agrees to take, or cause to be taken, without further consideration, all such other and further actions as may be required by Assignee to effect the assignment contemplated hereby, including, without limitation, executing all documents necessary to perfect the right title and interest in and to the Patents of the Assignee, its successors, assigns, and legal representatives, and to reasonably cooperate and assist the Assignee in the prosecution of the foregoing Patents.

6. This Assignment is executed and delivered pursuant to the Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Agreement, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations as set forth in the Agreement, and in the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Assignment, the Agreement shall control.

7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the Law of the State of Delaware without giving effect to the conflict of law principles thereof.

8. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement.

9. The parties hereto each warrant and represent that it has the right and authority to enter into this Assignment. Assignor warrants and represents that it is transferring the full and entire rights, title and interest in and to the Patents and that no third party has or retains any right in or to the Patents.

11. Except as otherwise set forth herein with respect to the Agreement, this Assignment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any prior instruments, arrangements and understandings relating to the subject matter hereof.

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IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Assignment Agreement as of the dates as set forth below.

Assignor:

By: Joseph H. Gardner
Joseph H. Gardner, Ph.D.
Chief Executive Officer
Akebia Therapeutics, Inc.

Date: 12/24/11

Assignee:

By: Joseph H. Gardner
Name: Joseph H. Gardner, Ph.D.
President & CEO

Title: _____
Aerpio Therapeutics, Inc.

Date: 12/24/11

SCHEDULE OF PATENTS

PROJECT CODE 4934 (TO AERPIO)

Ref. No.	Country	App. No.	Patent No.
00668.P010U1	United States	61/258,914	
00668.P010U2	United States	61/258,918	
00668.P010P1	PCT	PCT/US10/55691	
00668.P010U3	United States	12/940,883	

Ref. No.	Country	App. No.	Patent No.
00668.P011P1	PCT	PCT/US10/55694	
00668.P011U2	United States	12/940,891	

Ref. No.	Country	App. No.	Patent No.
00668.P020U1	United States	12/940,901	
00668.P020P1	PCT	PCT/US10/55704	

APPENDIX C

Assumption Agreement

ASSUMPTION AGREEMENT

This Assumption Agreement (the "Assumption Agreement") is made as of December 22, 2011, by and between Akebia Therapeutics, Inc., a Delaware corporation (the "Assignor"), and Acropio Therapeutics, Inc., a Delaware corporation (the "Assignee"). All capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Contribution Agreement, dated as of December 22, 2011, by and between the Assignor and the Assignee (the "Contribution Agreement").

WHEREAS, pursuant to the Contribution Agreement, the Assignor has agreed to sell, transfer and assign to the Assignee certain of its assets (the "Contributed Assets") as identified in the Contribution Agreement; and

WHEREAS, pursuant to Section 2.3 of the Contribution Agreement, the Assignee has agreed to assume and pay, perform and discharge any and all Liabilities to the extent arising out of or relating to the past, present or future operation of the [REDACTED] AKB-4924 [REDACTED] Business and/or relating to the Contributed Assets (the "Assumed Liabilities") as evidenced by this Assumption Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms of the Contribution Agreement, the parties hereto hereby act and agree as follows:

1. Assignment and Assumption. Subject to Section 5.2 of the Contribution Agreement, the Assignor hereby assigns to the Assignee all of its existing and future rights, title and interest of every nature in, to and under the Contributed Assets and the Assumed Liabilities, and the Assignee accepts and assumes the Contributed Assets, and hereby assumes, undertakes, and agrees to pay, perform, fulfill and discharge, from and after the date hereof the Assumed Liabilities in accordance with the terms and conditions thereof, provided that the Assignee does not assume any obligations accruing or arising prior to the date hereof or any liability for any breach or failure to perform under any Assumed Liabilities that results from any act, event, circumstance or omission occurring prior to the date hereof. The Assignee shall not be required to pay, perform or discharge any Assumed Liabilities so long as the Assignee shall in good faith contest or cause to be contested the amount or validity thereof and subject to the Assignee in good faith contesting the amount or validity of the Assumed Liabilities. Except for the Assumed Liabilities, the Assignee is not assuming and is not liable for any other liabilities, debts or obligations of the Assignor whatsoever.

2. Representations and Warranties. The Assignor hereby represents and warrants that the Assignor has the full right and authority to assign the Contributed Assets and the Assumed Liabilities to the Assignee and all necessary consents and approvals to such assignment have been obtained by the Assignor.

3. Power of Attorney. The Assignor appoints the Assignee, its successors and assigns, as the true and lawful attorney-in-fact of the Assignor, with full power of substitution, having full right and authority, in the name of the Assignor to collect or enforce for the account

of the Assignee, liabilities and obligations of third parties under the Contributed Assets or the Assumed Liabilities or relating to the operation of the [REDACTED]/AKB-4924 [REDACTED] Business; to institute and prosecute all proceedings that the Assignee may deem proper in order to enforce any claim to obligations owed under the Contributed Assets or the Assumed Liabilities or relating to the operation of the [REDACTED]/AKB-4924 [REDACTED] Business; to defend and compromise any and all actions, suits or proceedings in respect of the Contributed Assets or the Assumed Liabilities or relating to the operation of the [REDACTED]/AKB-4924 [REDACTED] Business; and to do all such acts in relation to the Contributed Assets or the Assumed Liabilities or the operation of the [REDACTED]/AKB-4924 [REDACTED] Business that the Assignee may deem advisable. The Assignor agrees that the above-stated powers are coupled with an interest and shall be irrevocable by the Assignor.

4. Payment of Amounts Due. The Assignor hereby authorizes and directs all obligors under the Contributed Assets to deliver any warrants, checks, drafts or payments to be issued or paid to the Assignor pursuant to the Contributed Assets to Assignee; and the Assignor further authorizes the Assignee to receive such warrants, checks, drafts or payments from such obligors and to endorse the Assignee's name on them and to collect all funds due or to become due under the Contributed Assets.

5. Payments Held in Trust. Any payment that may be received by the Assignor to which the Assignee is entitled by reason of this Assumption Agreement shall be received by the Assignor as trustee for the Assignee, and will be immediately delivered to the Assignee without commingling with any other funds of the Assignor.

6. Notice of Assignment. Notice of the assignment under this Assumption Agreement shall be given by the Assignor to all other parties to Contracts included in the Contributed Assets and the Assumed Liabilities or to such parties' duly authorized agents, if such notice is required by the terms thereof or as otherwise determined necessary by the Assignor.

7. Further Assurances. Each of the Assignor and the Assignee, without further consideration, hereby agrees to execute and deliver after the date of this Assumption Agreement such other instruments or documents and to take such additional actions as may be reasonably requested by the other party in order to effect or complete the assumption contemplated hereby.

8. Consummation of Contribution Agreement. This Assumption Agreement is intended to evidence the consummation of the assignment by the Assignor and assumption by the Assignee of the Contributed Assets and the Assumed Liabilities contemplated by the Contribution Agreement. The Assignor and the Assignee by their execution of this Assumption Agreement each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Contribution Agreement shall be deemed to be enlarged, modified or altered in any way by this Assumption Agreement. Any inconsistencies or ambiguities between this Assumption Agreement and the Contribution Agreement shall be resolved in favor of the Contribution Agreement.

9. Waiver. The terms and provisions of this Assumption Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions.

10. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

11. Miscellaneous. This Assumption Agreement (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (iii) may be modified or amended only by written agreement executed by each of the parties hereto.

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IN WITNESS WHEREOF, the parties have caused this Assumption Agreement to be executed and delivered as of the date first above written.

ASSIGNOR: AKEBIA THERAPEUTICS, INC.

By: Joseph H. Gardner
Name: Joseph H. Gardner, Ph.D.
Title: President & CEO

ASSIGNEE: AERPIO THERAPEUTICS, INC.

By: Joseph H. Gardner
Name: Joseph H. Gardner, Ph.D.
Title: President & CEO

Schedule 2.1

Contributed Assets

Ref. No.	Country	App. No.	Patent No.
00668.P010U1	United States	61/258,914	
00668.P010U2	United States	61/258,918	
00668.P010P1	PCT	PCT/US10/55691	
00668.P010U3	United States	12/940,883	

Ref. No.	Country	App. No.	Patent No.
00668.P011P1	PCT	PCT/US10/55694	
00668.P011U2	United States	12/940,891	

Ref. No.	Country	App. No.	Patent No.
00668.P020U1	United States	12/940,901	
00668.P020P1	PCT	PCT/US10/55704	