

09-24-2003

Docket No.: 478.1048

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08A/REV03

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To the Honorable Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **9-22-03**
John N. STANIFORTH; David Alexander Vodden
MORTON; Rajbir GILL; Gaetano BRAMBILLA; Rossella
MUSA; Lorenzo FERRARINI

2. Name and address of receiving party(ies):

Name: Vectura LimitedAddress: 1 Prospect West

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

21 Feb 03; 21 Feb 03; 21 Feb 03;

24 Feb 03; 24 Feb 03 and 24 Feb 03

Execution Date:

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

10/257,886June 2, 2003

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cary S. KappelRegistration No. 36,561Address: 485 Seventh Avenue, 14th Floor09/23/2003 8TON11 00000090 1025788601 FC:802140.00 DPCity: New YorkState/Prov.: New YorkCountry: USAZIP: 100186. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0552

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Cary S. Kappel

Name of Person Signing

Signature

September 19, 2003

Date

3

Total number of pages including cover sheet, attachments, and

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Director of the United States Patent and Trademark Office

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PATENT

REEL: 014505 FRAME: 0051

ASSIGNMENT

WHEREAS, WE, John Nicholas STANIFORTH; David Alexander Vodden MORTON; Rajbir GILL; Gaetano BRAMBILLA; Rossella MUSA; Lorenzno FERRARINI, residing at High Trees, 170 Bloomfield Road, Bath BA2 2AT, England; Lindsey House, 2nd Floor Flat, Beechen Cliff Road, Bath BA2 4QR, United Kingdom; 7 Oak Tree Close, Trowbridge, Wiltshire BA14 9BD, England; Via Palermo 26/A, I-43100 Parma, Italy; Via Palermo 26/A, I-43100 Parma, Italy; Via Palermo 26/A, I-43100 Parma, Italy, respectively, ASSIGNORS, have invented certain new and useful improvements in **PHARMACEUTICAL FORMULATIONS FOR DRY POWDER INHALERS**, for which an application for a Patent in the United States:

☐ is being executed this same day;

☐ was executed on _____ ;

☒ is identified by Davidson, Davidson & Kappel, LLC, Docket No. 478.1048;

☒ was filed on April 17, 2001 under Serial No. PCT/GB01/01751;

☒ We hereby authorize and request our attorneys, Davidson, Davidson & Kappel, LLC of 485 Seventh Avenue, 14th Floor, New York, New York 10018 to insert here in parentheses (Application number 10/257,886, filed June 2, 2003) the application number and filing date when known; and

WHEREAS, Vectura Limited, of United Kingdom, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; 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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

WE HEREBY covenant and agree 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 HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, WE hereunto set our hands and seals the days and years set opposite our signatures.

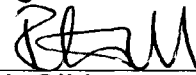
24 - Feb - 03
Date


John Nicholas STANIFORTH

24 - Feb - 03
Date


David Alexander Vodden MORTON


24 - Feb - 03
Date


Rajbir GILL

21 - Feb - 03
Date


Gaetano BRAMBILLA

21 - Feb - 03
Date


Rossella MUSA

21 - Feb - 03
Date


Lorenzno FERRARINI