

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 10-066425-00005-0000

Fecha: 2010-11-08 10:48:08 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 16

Señores
DIRECCION DE NUEVAS CREACIONES
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
Bogotá, D.C.

Re.: Código 011-378-444
Expediente No. 10-66.425
Fase nacional de Solicitud
de Patente PCT
EMISHPERE TECHNOLOGIES, INC.

En relación con el expediente de la referencia y dando cumplimiento a la última providencia recaída sobre este asunto por medio del presente escrito me permito manifestarles lo siguiente:

1. Adjunto una copia auténtica del poder conferido por la sociedad solicitante, debidamente legalizado.
2. Acompaño copias auténticas de los documentos que acreditan la cesión de los inventores Cristina CASTELL – Laura KRAGIE a la sociedad solicitante debidamente legalizados.

Renuncio al término faltante de traslado, y les solicito se sirvan ordenar la publicación del extracto.

De Ustedes Atentamente,

LUIS FELIPE CASTILLO GIBSON
T.P. No. 68.995 del C.S.J.

2

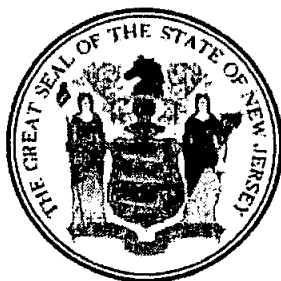
APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
TAMAR HAROUTUNIAN
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
TAMAR HAROUTUNIAN, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 28TH DAY OF OCTOBER 2010
7. BY: Andrew P Sidamon-Eristoff
State Treasurer
8. NO: A408945
9. SEAL/STAMP:
10. SIGNATURE



Handwritten signature of Andrew P. Sidamon-Eristoff.

Certificate Number: 118584034
Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCourt/JSP/Verify_Cert.asp



3

Castillo Grau & Associates

Law Offices
P.O. Box 251473
Bogotá, Colombia

FOR PATENTS AND TRADEMARKS IN

COLOMBIA

PODER

(1) EMISPHERE TECHNOLOGIES, INC

domiciliado en (2)

240 Cedar Knolls Road, Cedar
Knolls, NJ E.U.A.

nombra al Dr. Germán Castillo Grau y/o Adriana
Castillo Gibsone y/o Luis Felipe Castillo Gibsone

.....
con oficinas en la Carrera 13 No. 37-43, Piso 12
en Santafé de Bogotá, D.C., Colombia como sus
representantes con poder especial amplio y
suficiente, para recabar de las oficinas y
autoridades Colombianas, administrativas,
judiciales o de policía, en primera o segunda
instancia, la Obtención de Patentes de
Invención, Registro de Marcas, de Diseños
Industriales, de Nombres y Enseñas
Comerciales, de Registros Sanitarios, Nombres
de Dominio, lo mismo que traspasos,
extensiones, renovaciones, cambios de nombre
y domicilio, registro de licencias de explotación y
registro de licencias de uso referentes a tales
actuaciones, a cuyo efecto les faculta para dar
ante dichas autoridades todos los pasos
necesarios al objeto indicado, elevar solicitudes,
formular descripciones, enmiendas, protestas,
declaraciones, apelaciones y reclamos, solicitar
la aplicación de medidas cautelares, aceptar en
nuestro nombre y representación la Cesión de
derechos de invención y de patente de invención
que se nos haga por cualquier persona, abonar
todos los impuestos cuotas y pagos
determinados por la ley, recibir todos los
documentos y valores dando el descargo
respectivo, llenar cualesquiera otros requisitos,
desistir, y tomar en fin todas las medidas que
creyeren conducentes al resguardo de nuestros
intereses y en caso de presentarse oposiciones
para que intervengan como demandantes o
como demandados, con todas las demás
facultades legales necesarias. Este poder
comprende además las facultades de recibir,
desistir, transigir, comprometer, sustituir, revocar
sustituciones, recibir notificaciones y nombrar
apoderados judiciales o extra-judiciales

POWER OF ATTORNEY

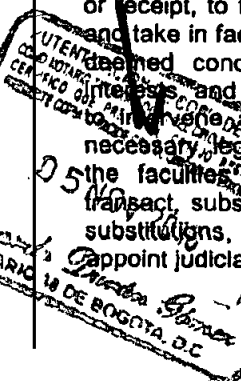
(1) *Emisphere Technologies, Inc*

domiciled in (2)

*240 Cedar Knolls Road
Cedar Knolls, NJ USA*

hereby appoint Dr. Germán Castillo Grau and/or
Adriana Castillo-Gibsone and/or Luis Felipe
Castillo-Gibsone

.....
with offices at Carrera 13 No. 37-43, 12th Floor in
Bogotá, Colombia as our representatives with
special ample and sufficient power to obtain from
the offices and Colombian authorities,
administrative, judicial and police, in first or in
second instance, Patents of Invention,
registration of Trade or Service Marks, Industrial
Designs, of Commercial Names and Ensigns,
Health and Sanitary Registrations, Domain
Names, as well as assignments, extensions,
renewals, changes of names and addresses,
registration of licences of exploitation and
licences of use referring to said actions who are
empowered to take before said authorities all of
the necessary steps for the purposes indicated,
to file applications, to formulate descriptions,
corrections, protests, declarations, appeals and
claims, apply for precautionary measures, to
accept on our behalf and representation the
assignment of rights on invention and titles of
invention that may be done to us by any person,
to pay all taxes, quotas and payments
prescribed by law, to receive all the documents
and proceeds giving the respective acquittance
or receipt, to fulfill any other requisites to desist
and take in fact any other measures that may be
deemed conducive to the safeguard of our
interests, and in case oppositions are presented
to intervene as plaintiff or defendant, with all
necessary legal faculties. This power includes
the faculties to receive, desist, compromise,
transact, substitute in all or in part, to revoke
substitutions, to receive notifications and to
appoint judicial or extra-judicial attorneys.



DECLARACION NOTARIAL
(Individual)

A losdías del mes dede.....
compareci... personalmente ante mí, Notario
Público.....

A quien(es) doy fé de conocer y me consta que
es(son) la(s) persona(s) descrita(s) y firmante(s)
del documento que preceda, declarando ante mí
que otorga(n) el mismo para los fines y
propósitos que en él se expresan.

El Notario Público

(Sociedades)

El infrascrito Notario certifica: que la firma que
antecede y dice

Michael R. Garone

es auténtica; que el signatario desempeña el

cargo de

Director Financiero

de Emisphere Technologies, INC.

que tiene facultad para otorgar este poder; y que

dicha compañía está domiciliada en

Cedar Knolls, NJ E.U.A.

y actualmente existe y está organizada de

Delaware

acuerdo a las leyes de

Delaware

Todos los hechos anteriores le constan por

haber examinado los documentos respectivos y

de todo ello da fe..

Dado y firmado en.....

NOTARIAL CERTIFICATE
(Individuals)

On this.....day.....of.....
personally appeared before me, a Notary Public;

to me known, and known to me be the person(s)
described in and who executed the foregoing
document, and he(they) duly acknowledged to
me that he(they) executed same for the uses
and purposes therein expressed.

Notary Public

(Corporations)

The undersigned Notary Public certifies: that

The preceding signature reading

Michael R. Garone

is authentic; that the signor at present fills the

post of

Chief Financial Officer

of Emisphere Technologies, Inc.

and that he/she is empowered to grant this
power;

and that said company is domiciled in

Cedar Knolls, NJ USA

and actually exists and is organized in

Delaware

accordance with the laws of

Delaware

The foregoing facts are known to the Notary

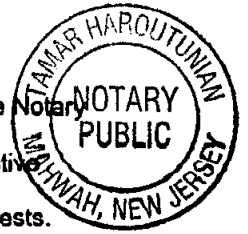
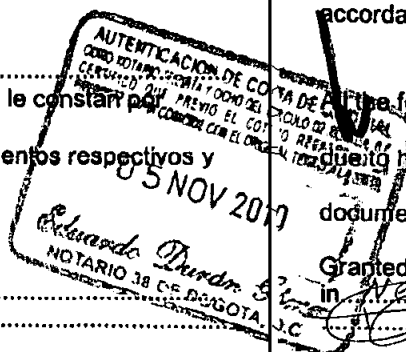
due to his having examined the respective

documents to which he, the Notary, attests.

Granted and

in New Jersey

My Commission Expires
July 6, 2014



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

2. This public document

has been signed by P. Swain

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

6. the twenty-eighth of October, 2010

7. by ~~Assistant~~ Authentication Officer, United States Department of State

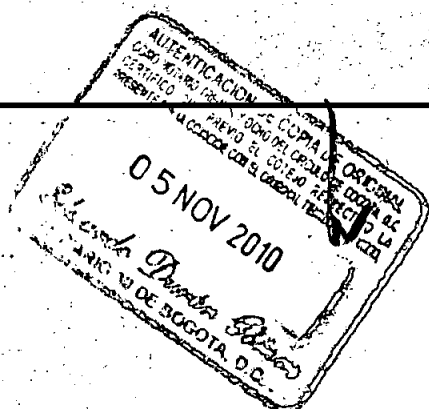
8. No. 11003541-6

9. Seal/Stamp:

10. Signature:

Denitra T. Hawkins

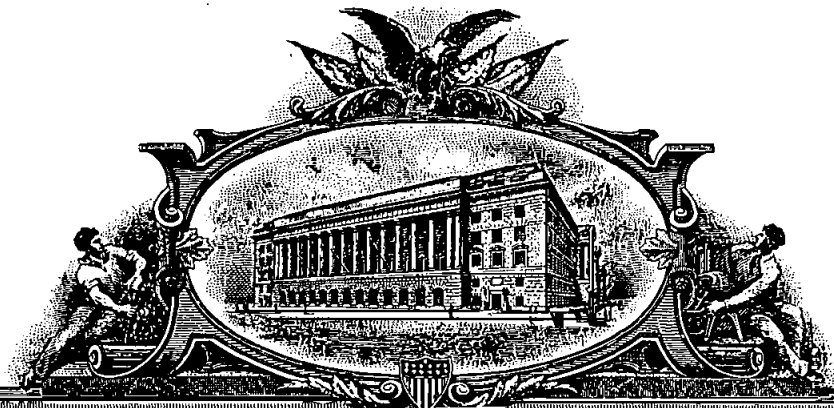
Denitra T. Hawkins



Colomado

6

A 1817966



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

October 25, 2010

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JANUARY 15, 2009.**

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**

P. SWAIN

Certifying Officer



PTO-1595 (Rev. 11-08)
No. 0651-0027 (exp. 12/31/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Ana Castelli

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/30/08

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other

2. Name and address of receiving party(ies)

Name: Emisphere Technologies Inc.

Internal Address:

Street Address: 765 Old Saw Mill River Road

City: Tarrytown

State: New York

Country: USA Zip: 10591

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/262,677

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lance Y. Liu, Patent Director

Internal Address: Emisphere Technologies Inc

Street Address: 240 Cedar Knolls Road, # 200

City: Cedar Knolls

State: New Jersey

Zip: 07927

Phone Number: (973) 532-8000

Fax Number: (973) 532-8121

Email Address: lliu@emisphere.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☒ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 504195

Authorized User Name Lance Y. Liu

9. Signature:

Lance Y. Liu

Name of Person Signing

January 15, 2009

Date

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

700396502

PATENT
REEL: 022119 FRAME: 0337

Docket No. ETI 105-US3

ASSIGNMENT

I, **Cristina Castelli**, a citizen of the United States of America, residing at c/o Emisphere Technologies, Inc., 765 Old Saw Mill River Road, Tarrytown, New York 10591, U.S.A; and

(hereinafter "ASSIGNOR") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which is hereby acknowledged, paid to ASSIGNOR by

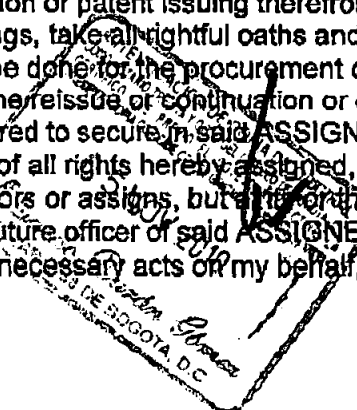
Emisphere Technologies, Inc.

a Corporation organized under the laws of the State of Delaware, United States of America, located at 240 Cedar Knolls Road, #200, Cedar Knolls, New Jersey 07927, (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title and interest, **throughout the world**, in and to my Invention entitled:

METHOD OF TREATING VITAMIN B₁₂ DEFICIENCY

invented by me, and described in United States Provisional Patent Application No. 61/020108, filed on January 9, 2008, and in United States Provisional Patent Application No. 61/083566, filed on July 25, 2008 and all patents, divisions, reissues, continuations and extensions thereof and rights of priority therein, including the subsequent PCT International Application, United States patent application and patent applications submitted in all other countries, said interest being my entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;



PATENT
REEL: 022119 FRAME: 0338

Docket No. ETI 105-US3

And I hereby authorize and request the Commissioner of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

This assignment shall have an effective date corresponding to the date of my execution of this assignment document.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Cristina Castelli

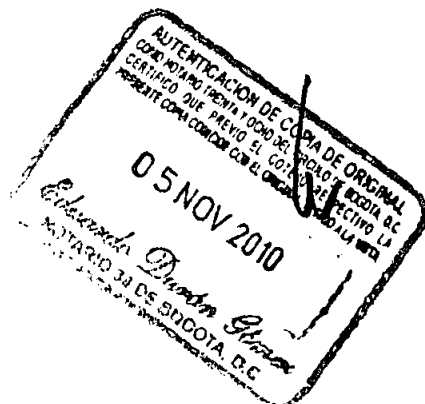
Dated: 10/30/08

Laura Kragie

Dated: _____

Dated:_____

Dated:_____



PATENT
REEL: 022119 FRAME: 0339

ACCEPTANCE BY ASSIGNEE

In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of EMISPHERE TECHNOLOGIES, INC.. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that (check all that apply):

☒ I am an officer of the above-identified ASSIGNEE,

☐ I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors,

and that all the foregoing is true and correct.

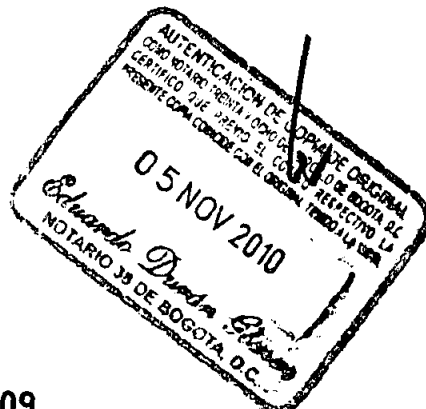
Dated: Oct. 31/08

By: *Michael Garone*

Name: Michael Garone

Title: Vice Pres. & CFO

Emisphere Technologies Inc.



RDDED: 01/15/2009

PATENT
REEL: 022119 FRAME: 0340



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by T. Lawrence

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U. S. Patent and Trademark Office

Certified

5. at Washington, D.C.

6. the twenty-ninth of October, 2010

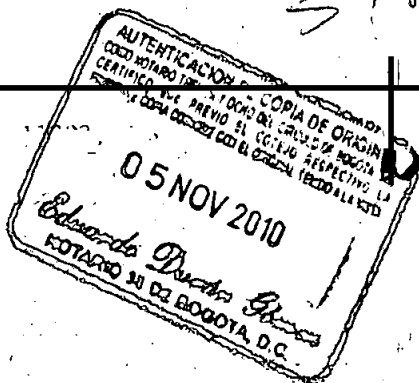
7. by Assistant Authentication Officer, United States Department of State

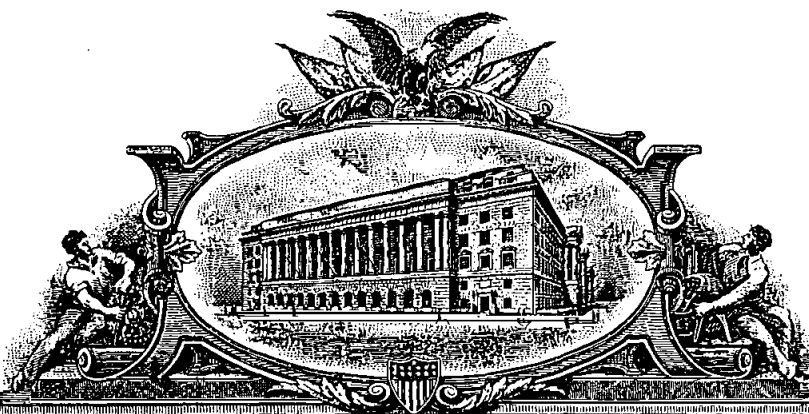
8. No. 11003714-3

9. Seal/Stamp:

10. Signature:

Fernesia T. Crawford
Fernesia T. Crawford





THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

October 26, 2010

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
DECEMBER 18, 2008.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

T. LAWRENCE
Certifying Officer



2/18/08

(rev. 11-08)
(exp. 12/31/2008)

01-13-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

EET



103543578

1 documents or the new address(es) below.

Director of the U.S. Patent and
Trademark Office
Conveying party(ies)

2. Name and address of receiving party(ies)

Name: Emisphere Technologies Inc.

Internal Address: _____

Street Address: 765 Old Saw Mill River RoadCity: TarrytownState: New YorkCountry: USA Zip: 10591Additional name(s) & address(es) attached? ☐ Yes ☐ NoThe(s) of conveying party(ies) attached? ☐ Yes ☐ No

Date(s) of conveyance/Execution Date(s):

Date(s) Nov. 5, 2007 *lyl*Assignment ☐ MergerLicense Agreement ☐ Change of Name

Research Agreement

Government Interest Assignment

Revolving Order 9424, Confirmatory License

Application or patent number(s):

☐ This document is being filed together with a new application.

Application No.(s)

B. Patent No.(s)

JAN 12 2009

Additional numbers attached? ☐ Yes ☒ NoName and address to whom correspondence
concerning this document should be mailed:Name: Lance Y. Liu, Patent DirectorEmail Address: Emisphere Technologies IncStreet Address: 240 Cedar Knolls Road, # 200City: Cedar KnollsState: New JerseyZip: 07927Phone Number: (973) 532-8000Fax Number: (973) 532-8121Email Address: lliu@emisphere.com6. Total number of applications and patents
involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00☒ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-41-95Authorized User Name Lance Y. LiuSignature: Lance Y. LiuSignature: Lance Y. Liu

December 18, 2008

Date

Name of Person Signing: Lance Y. LiuTotal number of pages including cover
sheet, attachments, and documents: 5Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 022103 FRAME: 0561

14

ASSIGNMENT

Laura Kragle, a citizen of the United States of America, residing at Emisphere Technologies, Inc., 765 Old Saw Mill River Road, Tarrytown, New York, U.S.A; and

ASSIGNOR") in consideration of the sum of One Dollar (\$1.00) or the receipt, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, paid to ASSIGNOR by

Emisphere Technologies, Inc.

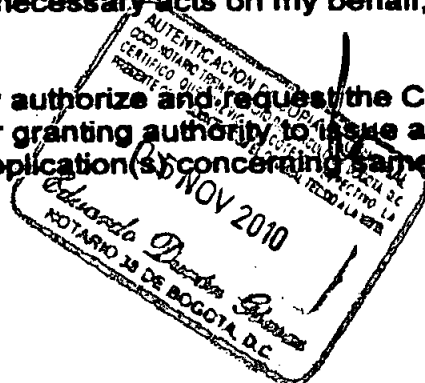
Emisphere Technologies, Inc. is organized under the laws of the State of Delaware, United States of America, and is located at 765 Old Saw Mill River Road, Tarrytown, New York 10591, (ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title and interest, throughout the world to my invention entitled:

METHOD OF TREATING VITAMIN B₁₂ DEFICIENCY

by me, and described in United States Provisional Patent Application No. 60/100,000 filed on November 2, 2007 and all patents, divisions, reissues, continuations and amendments thereof and rights of priority therein, said interest being my entire interest in the same, to be held and enjoyed by said ASSIGNEE, its successors and assigns or other legal representatives, to the full end of the term thereof, and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And for the consideration aforesaid, I hereby covenant and agree to and warrant that said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its successors or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will execute papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with said Invention, or for the reissue or continuation or extension of the same, will do all necessary or required to secure in said ASSIGNEE, its successors or assigns, the full and complete benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby authorize every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commissioner of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.



PATENT
REEL: 022103 FRAME: 0562

15

his assignment shall have an effective date corresponding to the
ing date of Nov 2, 2007.

I declare under penalty of perjury under the laws of the United States of
under penalty of the laws of any other jurisdiction before which this
y be presented, that I have signed this document as my own free act
the foregoing is true and correct.

[Signature]

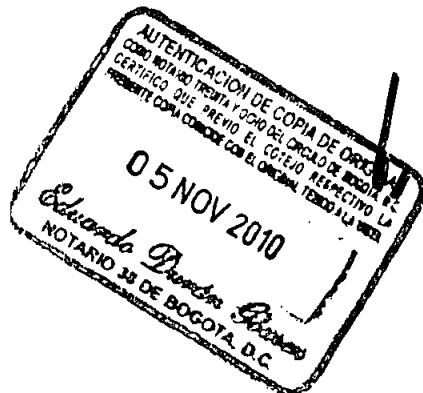
a Kragie

Dated: NOV 5 2007

Dated: _____

Dated: _____

Dated: _____



16

ACCEPTANCE BY ASSIGNEE

I, in connection with an assignment in any jurisdiction in which an acceptance by me is required, I hereby accept this assignment on behalf of EMISPHERE INDUSTRIES, INC.. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that (check all that apply):

I am an officer of the above-identified ASSIGNEE,

I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors,

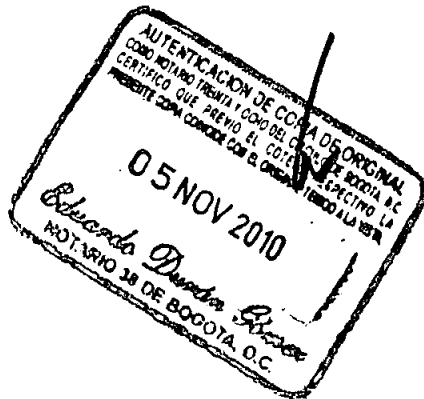
I declare that all the foregoing is true and correct.

NW 5 2007

By: Paul Lubetkin

Name: PAUL LUBETKIN

Title: Vice President & General Counsel



RECORDED: 12/18/2008

PATENT
REEL: 022103 FRAME: 0564