

04-29-1998



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PATENTS
TRADEMARKS
& RELATED MATTERS

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ROBERT W. DIEHL

April 15, 1998

Hon. Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Patent Assignment (Atty Docket - NMD-102)

Dear Sir:

Please record the attached original Assignment document.

1. The name of the conveying parties are: Servet Buyuktimkin, Nadir Buyuktimkin, and James Yeager.
2. The name and address of the receiving party is: NexMed Holdings, Inc., 830 Warwick Road, Deerfield, IL 60015.
3. The conveyance is an Assignment signed by: Servet Buyuktimkin on October 21, 1997, Nadir Buyuktimkin on October 21, 1997, and James Yeager on November 3, 1997.
4. The Patent Application against which the document is to be recorded is Serial No. 08/964,509 filed on November 5, 1997.
5. All correspondence concerning this document should be mailed to: Olson & Hierl, Ltd., 20 North Wacker Drive, 36th Floor, Chicago, IL 60606. Please return original document to the attention of James F. Donato.
6. One Patent Application is involved at a recordation fee of \$40.00. [§37 C.F.R. 1.21 (h)].
7. The total fee (37 C.F.R. 3.41) of \$40.00 (Check No. 11327) is enclosed.
8. Please credit any overpayment or charge any underpayment to Deposit Account No. 15-0508.

PATENT
REEL: 9122 FRAME: 0477

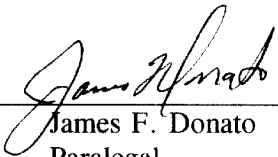
04/28/1998 DCUATES 00000202 08964509 40.00 DP
01 FC:581

Recordation of Patent Assignment
Serial No. 08/964,509
Page 2

9. To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.

Respectfully submitted,

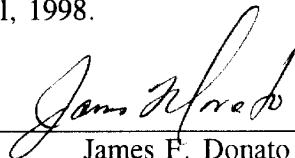
OLSON & HIERL, LTD.

By 
James F. Donato
Paralegal

enclosure

CERTIFICATE OF MAILING

I hereby certify that this paper with attachments and fee is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Hon. Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231 on this 15th day of April, 1998.


James F. Donato

Assignment

Serial No. 08/964,509

Filed November 5, 1997

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in TOPICAL COMPOSITIONS FOR PROSTAGLANDIN E₂ DELIVERY and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith _____, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to NexMed Holdings, Inc., a Delaware corporation, and the heirs, successors, legal representatives and assigns of NexMed Holdings, Inc. (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

State of KANSAS)
) ss.
County of Douglas)

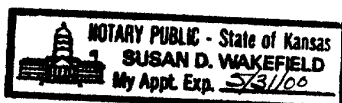
Servet Büyüktimkin (Seal)
Servet Büyüktimkin

Nadir Büyüktimkin (Seal)
Nadir Büyüktimkin

(Seal)

On October 21, 1997, Servet Büyüktimkin and Nadir Büyüktimkin appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that they freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

(SEAL)



Susan D. Wakefield
Notary Public

My Commission Expires: 5/31/00

PATENT
REEL: 9122 FRAME: 0479

Assignment

Serial No. 08/964,509

Filed November 5, 1997

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in TOPICAL COMPOSITIONS FOR PROSTAGLANDIN E₁ DELIVERY and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith _____, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to NexMed Holdings, Inc., a Delaware corporation, and the heirs, successors, legal representatives and assigns of NexMed Holdings, Inc. (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

James Yeager (Seal)
James Yeager
L.

State of ILLINOIS)
) ss.
County of DuPage)

On Nov. 3, 1997, James Yeager appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

(SEAL) "OFFICIAL SEAL"
PAMELA S. ZWIER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/23/97

Pamela S. Z...
Notary Public

My Commission Expires: 12/23/97

PATENT

RECORDED: 04/20/1998

REEL: 9122 FRAME: 0480