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To the Hon. Commissioner of Patents and Tra

... and attached original documents or copy thereof.

1. Name of conveying party(ies):

Henning Thøgersen  
Kjeld Madsen  
Uffe Bang Olsen  
Nils Langeland Johansen  
Mark Scheideler

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

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

Name: Novo Nordisk A/S  
Internal Address:  
Street Address: Novo Alle  
DK-2880 Bagsvaerd, Denmark

Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 9/1/98; 9/8/98; 9/8/98; 9/1/98; & 8/24/98

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

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

A. Patent Application No.(s) 09/115,209

B. Patent No.(s)

Additional numbers attached? [ ] Yes [x] No

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

Name: Steve T. Zelson, Esq.

Internal Address:  
Novo Nordisk of North America, Inc.

Street Address: 405 Lexington Avenue,  
Suite 6400

City: New York State: NY Zip: 10174 6401

6. Total number of applications and patents involved: one

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

[ ] Enclosed

[x] Authorized to be charged to deposit account

8. Deposit account number:

14-1447

(Attach duplicate copy of this page if paying by deposit account)

10/02/1998 JSMBRZZ 00000059 141447 09115209

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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.

Reza Green, Esq.  
Name of Person Signing

*Reza Green*  
Signature

September 23, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 4

**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

Henning **THØGERSEN**, a citizen of Denmark, residing at Gregersmindevej 8, DK-3520 Farum, Denmark;

Kjeld **MADSEN**, a citizen of Denmark, residing at 3 Ny Vestergaardsvej, DK-3500 Værløse, Denmark,

Uffe Bang **OLSEN**, a citizen of Denmark, residing at Horsbred 111, DK-2625 Vallensbæk, Denmark;

Nils Langeland **JOHANSEN**, a citizen of Denmark, residing at 45 Niels W. Gades Gade DK-2100 Copenhagen Ø, Denmark;

Mark **SCHEIDELER**, a citizen of the United States, residing at Sortedam Dosserring 41B st.tv., DK-2200 København N, Denmark.

(hereinafter **ASSIGNORS**), have made a discovery or invention entitled:

**"Nociceptin Analogues"**

for which application of Letters Patent of the United States has been filed on July 14, 1998, under Serial No. 09/115,209, and

WHEREAS:

Novo Nordisk A/S, a corporation organized under the laws of Denmark, located at Novo Alle, DK-2880 Bagsvaerd, Denmark (hereinafter **ASSIGNEE**), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by **ASSIGNEE** to **ASSIGNORS** of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, **ASSIGNORS** hereby sell, assign and transfer to **ASSIGNEE**, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States

and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: September 1, 1998

Henning Thøgersen  
Henning Thøgersen

Date: September 8th 1998

Kjeld Madsen  
Kjeld Madsen

Date: September 8, 1998

Uffe Bang Olsen  
**Uffe Bang Olsen**

Date: September 2, 1998

Nils Langeland Johansen  
**Nils Langeland Johansen**

Date: August 24, 1998

Mark Scheideler  
**Mark Scheideler**