

12-01-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100910076

To the Honorable Commissioner of Patents and Trademarks Original documents or copy thereof.

1. Name of conveying party(ies):

Andrea LEONE-BAY, Koc-Kan HO, Donald J. SARUBBI,  
and Sam J. MILSTEIN

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

[X] Other: **PLEASE CHANGE THE ADDRESS OF THE  
RECEIVING PARTY FROM "15 SKYLINE DRIVE  
HAWTHORNE, NEW YORK" TO --765 OLD SAW MILL  
RIVER ROAD, TARRYTOWN, NEW YORK 10591--,  
PREVIOUSLY RECORDED 7/9/97 AT REEL 8612, FRAME  
0565.**

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** Zip: **10591**

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

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)

08/798,033 filed February 6, 1997

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Darby & Darby P.C.

Internal Address:

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

6. Total number of applications and patents involved:

1

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

[X] Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-0100

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

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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.

Joseph R. Robinson

Name of Person Signing

Signature

Reg. No. 33,448

November 9, 1998

Date

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

10

Mail documents to be recorded with required cover sheet information to:  
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07-31-1997

40 501 1110  
JULY U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100500879

To the Honorable Commissioner

attached original documents or copy thereof.

Name of conveying party(ies):

Rea LEONE-BAY, Koc-Kan HO, Donald J. SARUBBI,  
Sam J. MILSTEIN

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

Name: EMISPHERE TECHNOLOGIES, INC.

Internal Address:

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

3. Nature of conveyance:

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

Execution Dates: June 17, 1997 and June 30, 1997

Street Address: 15 Skyline Drive

City: Hawthorne State: New York Zip: 10532

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

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)

08/798,033

B. Patent No.(s)

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04-0100

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

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.*

Joseph R. Robinson  
Name of Person Signing

Signature

Reg. No. 33,448

July 3, 1997  
Date

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

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

**ASSIGNMENT**

**Andrea LEONE-BAY**, a citizen of the United States of America, residing at 20 Woodland Way, Ridgefield, Connecticut 06877;

**Koc-Kan HO**, a citizen of Macao, residing at 104 Pheasant Run, Monmouth Junction, New Jersey 08852;

**Donald J. SARUBBI**, a citizen of the United States of America, residing at 18 Lawton Lane, Bronxville, New York 10708; *and*

**Sam J. MILSTEIN**, a citizen of the United States of America, residing at 15 Beechtree Drive, Larchmont, New York 10538,

hereinbelow called "Assignors", have made a certain invention in

**COMPOUNDS AND COMPOSITIONS FOR DELIVERING ACTIVE AGENTS**

described in the specification executed by us on even date herewith which application was filed in the U.S. Patent and Trademark Office on **February 6, 1997**; under Serial No. **08/798,033**; and

**WHEREAS, EMISPHERE TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of New York, and having offices and doing business at **15 Skyline Drive, Hawthorne, New York 10532** and elsewhere, hereinbelow called "Assignee", is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

**NOW, THEREFORE, BE IT KNOWN** that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all 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 and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

**TO HAVE AND TO HOLD** the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever 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 said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we 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 valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention, which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent, which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: 6-17-97


  
\_\_\_\_\_  
Andrea LEONE-BAY, Inventor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Koc-Kan HO, Inventor

Dated:

6/17/97

  
Donald J. SARUBBI, Inventor

Dated:

6/17/97

  
Sam J. MILSTEIN, Inventor

ASSIGN.14

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**ASSIGNMENT**

**Andrea LEONE-BAY**, a citizen of the **United States of America**, residing at **20 Woodland Way, Ridgefield, Connecticut 06877**;

**Koc-Kan HO**, a citizen of **Macao**, residing at **104 Pheasant Run, Monmouth Junction, New Jersey 08852**;

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**NOW, THEREFORE, BE IT KNOWN** that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all 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 and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

**TO HAVE AND TO HOLD** the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever 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 said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we 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 valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention, which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent, which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Andrea LEONE-BAY, Inventor

Dated: 06/30/97

\_\_\_\_\_  
Koc-Kan HO, Inventor

Dated: \_\_\_\_\_

Donald J. SARUBBI, Inventor

Dated: \_\_\_\_\_

Sam J. MILSTEIN, Inventor

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RECORDED: 11/23/1998

PATENT  
REEL: 9604 FRAME: 0848