

12-07-1998

COMMISSIONER I
BOX ASSIGNMENT
Washington, D.



100915076

PATENT

Date: November 24, 1998

Sir:

Transmitted herewith for recording is a document for which the following particulars apply:

1. Assignors: Dale C. Kenison and Stanford R. Spurlin

2. Assignee: Ivy Laboratories, Inc.

Address: 8857 Bond Street
Overland Park, Kansas 66214

mrd
11.27.98

Assignee is domiciled in the United States.

Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

3. Type of document: Patent Assignment

Date Executed: September 28, 1998.

Interest conveyed: Entire Other:

4. Please record the enclosed document against the following:

patent applications issued patent(s)
PELLET IMPLANT SYSTEM FOR IMMEDIATE AND DELAYED RELEASE OF
ANTIPARASITIC DRUG, Serial No. 09/163,646, filed 9/30/98

5. Please address all correspondence concerning the recordation of this document to:

Litman, McMahon & Brown, L.L.C.
4700 Belleview, Suite 200
Kansas City, Missouri 64112

6. Total number of patent(s)/application(s) involved: 1

7. Please charge Deposit Account No. 12-1660 for the total recording fee of \$_____.

Our check No. 9915 is enclosed to cover the total recording fee of \$40.00.

8. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

9. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original document.

Respectfully submitted,

LITMAN, MCMAHON & BROWN, L.L.C.

BY

Reg. No. 29,415

JCM:psh

4700 Belleview, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 931-1800

Total number of pages submitted 5

PATENT

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A S S I G N M E N T

For good and valuable consideration, the receipt of which is hereby acknowledged, we hereby assign, transfer and convey to Ivy Laboratories, Inc., a corporation created and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 8857 Bond Street, Overland Park, Kansas 66214, its successors, legal representatives and assigns, the entire right, title and interest in and to our invention for improvements in PELLET IMPLANT SYSTEM FOR IMMEDIATE AND DELAYED RELEASE OF ANTIPARASITIC DRUG, in and to the application for Letters Patent of the United States therefor executed by us on the 28 day of September, 1990 and in and to the Letters Patent to be issued pursuant to said application, and any divisions, continuations, reissues and extensions thereof, and all applications for Letters Patent, or similar legal protection which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof or legal equivalent thereof.

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 similar legal protection on applications aforesaid, to issue all Letters Patent or similar legal protection for said invention to said Ivy Laboratories, Inc., the same to be held by said Ivy Laboratories, Inc. for its own use and behoof and for the use and behoof of its successors, or assigns, to the full end of the term for which said Letters Patent or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

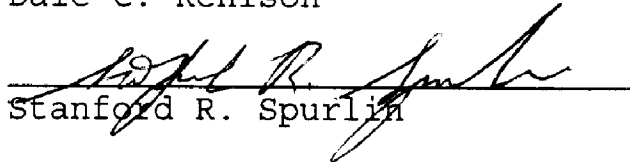
For said consideration, we hereby agree, upon the request of said assignee, its successors, legal representatives and assigns, to execute any and all divisional and renewal applications for said invention or improvements and any supplemental oath or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives or assigns may deem necessary or expedient, and for said considerations, we further agree, upon the request of said assignee, its successors, legal representatives or assigns, 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 our ability with said assignee, its successors, legal representatives or assigns in the matters of preparing the preliminary statement and giving and producing evidence in support thereof. We hereby agree 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, its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, and we hereby covenant and warrant that as of the date hereof we are the true and lawful owners of the entire right, title and interest in said invention, application for Letters Patent aforesaid, and the Letters Patent which may issue pursuant thereto, and have the full right and power to convey the same, and that the same is free and clear of all liens, charges and encumbrances whatsoever, and that we have not executed and will not execute any agreement in conflict herewith.

WITNESS our hands and seals this 28TH day of SEPTEMBER, 1998, and this 28 day of Sept, 1999.



Dale C. Kenison



Stanford R. Spurlin

ACKNOWLEDGEMENT

STATE OF Kansas)
COUNTY OF Johnson) SS.

On this 28th day of September, 1998, before me, a Notary Public in and for the State and county aforesaid, personally appeared Dale C. Kenison, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Carolyn J. France
Notary Public

My Commission Expires:
3/11/2002

CAROLYN J. FRANCE
NOTARY PUBLIC
STATE OF KANSAS
My App't. Expires 3/11/2002

ACKNOWLEDGEMENT

STATE OF Kansas)
COUNTY OF Johnson) SS.

On this 28th day of September, 1998,

before me, a Notary Public in and for the State and County aforesaid, personally appeared Stanford R. Spurlin, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Carolyn J. France
Notary Public

My Commission Expires:

3/11/2002

