

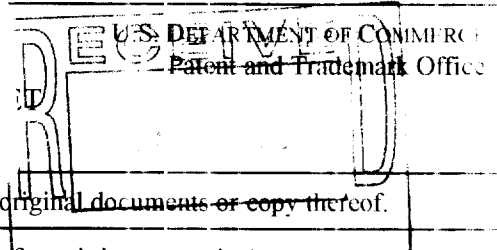
Form PTO- 595 (Modified)

01-28-1999

RE



100951901



To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Paul C. Doherty, Jr.
Virgil A. Place
William L. Smith

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

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

Name: VIVUS, Inc.

Internal Address:

Street Address: 605 East Fairchild Drive

City: Mountain View State: CA ZIP: 94043

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

3. Nature of conveyance:

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

Execution Date Dec. 26, 1998, Dec. 31, 1998 and Dec 29, 1998

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

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

A. Parent Application No.(s)

09/181,070 filed Oct. 27, 1998

B. Patent No.(s)

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

Name: Dianne E. Reed
Street Address: REED & ASSOCIATES
3282 Alpine Road
Portola Valley, CA 94028
Telephone: (650) 851-8501
Fax: (650) 851-8539

6. Total number of applications and patents involved 1

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account No. 18-0580

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 with regards to this correspondence.

01/27/1999 SBURMS 00000107 09181070

01 FC:58: 40.00 DP

DO NOT USE THIS SPACE

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.

Dianne E. Reed, Reg. No. 31,292

Name of Person Signing

Signature

Date

Total number of pages including cover sheet 7

ASSIGNMENT**JOINT**

THIS ASSIGNMENT, by Paul C. Doherty, Jr., Virgil A. Place and William L. Smith (hereinafter referred to as the assignors), residing at Cupertino, California, Kawaihae, Hawaii and Mahwah, New Jersey respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in LOCAL ADMINISTRATION OF PHOSPHODIESTERASE INHIBITORS FOR THE TREATMENT OF ERECTILE DYSFUNCTION set forth in an application for Letters Patent of the United States, ____ having an oath or declaration executed on even date herewith; X bearing Serial No. 09/181,070 and filed on October 27, 1998; and

WHEREAS, VIVUS, Inc. a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 605 East Fairchild Drive, Mountain View, California 94043 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

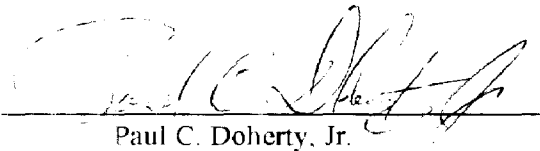
NOW WHEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made;

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with

said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date 26 Feb 78 Name of Inventor 
Paul C. Doherty, Jr.

Date _____ Name of Inventor _____
Virgil A. Place

Date _____ Name of Inventor _____
William L. Smith

ASSIGNMENT**JOINT**

THIS ASSIGNMENT, by Paul C. Doherty, Jr., Virgil A. Place and William L. Smith (hereinafter referred to as the assignors), residing at Cupertino, California, Kawaihae, Hawaii and Mahwah, New Jersey respectively witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in LOCAL ADMINISTRATION OF PHOSPHODIESTERASE INHIBITORS FOR THE TREATMENT OF ERECTILE DYSFUNCTION set forth in an application for Letters Patent of the United States, ____ having an oath or declaration executed on even date herewith: X bearing Serial No. 09/181,070 and filed on October 27, 1998; and

WHEREAS, VIVUS, Inc. a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 605 East Fairchild Drive, Mountain View, California 94043 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with

said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date _____ Name of Inventor _____
Paul C. Doherty, Jr.

Date 31 Dec 1998 Name of Inventor Virgil A. Place
Virgil A. Place

Date _____ Name of Inventor _____
William L. Smith

ASSIGNMENT**JOINT**

THIS ASSIGNMENT, by Paul C. Doherty, Jr., Virgil A. Place and William L. Smith (hereinafter referred to as the assignors), residing at Cupertino, California, Kawaihae, Hawaii and Mahwah, New Jersey, respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in LOCAL ADMINISTRATION OF PHOSPHODIESTERASE INHIBITORS FOR THE TREATMENT OF ERECTILE DYSFUNCTION set forth in an application for Letters Patent of the United States, ____ having an oath or declaration executed on even date herewith: X bearing Serial No. 09/181,070 and filed on October 27, 1998; and

WHEREAS, VIVUS, Inc. a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 605 East Fairchild Drive, Mountain View, California 94043 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with

said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable. sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date _____ Name of Inventor _____
Paul C. Doherty, Jr.

Date _____ Name of Inventor _____
Virgil A. Place

Date 29 Dec 1998 Name of Inventor William L. Smith
William L. Smith