

Atty. Docket No.: 32-248P

Page 1 of 1

## 03-05-1999

|          |  | JRIVI COVER SHEET   |  |  |
|----------|--|---|--|--|
| (A       | 100070-  | : Please record the attached original documents or copy thereof.              |  |  |
| (        | Name of conveying party(ies):  | 2. Name and address of receiving party(ies)                                   |  |  |
| ,<br>,   | Kenji KAWADA, Mitsuaki OHTANI, Ryuji SUZUKI, and Akinori<br>ARIMURA  | Name: Shionogi & Co., Ltd.  |  |  |
| 1,       | Additional name(s) of conveying party(ies) attached? Yes No  | Internal Address:   |  |  |
| IN       | 3. Nature of conveyance:   | Street Address: 1-8, Doshomachi 3-chome, Chuo-ku, Osaki-shi                   |  |  |
|          |  | City: Osaka 541-0045 State: ZIP:  |  |  |
|          | Security Agreement Change of Name  | Country: Japan Postal Code:   |  |  |
|          | Other:   | Additional name(s) & address(es) attached?  Yes  No                           |  |  |
|          | Execution Date: January 28, 1999   |   |  |  |
|          | 4. Application number(s) or patent number(s): 09/214,277   |   |  |  |
|          | If this document is being filed together with a new application, the execution date of the application is: |   |  |  |
|          | A. Patent Application No(s).   | B. Patent No.(s).   |  |  |
|          | 09/214,277   |   |  |  |
|          | Additional numbers atta  | ched? 🗌 Yes 🔯 No  |  |  |
|          | 5. Name and address of party to whom correspondence concerning document                                    | 6. Total number of applications and patents involved: 1                       |  |  |
|          | should be mailed:  | 7. Total fee (37 C.F.R. § 3.41): \$40.00                                      |  |  |
|          | Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP   | ⊠ Enclosed  |  |  |
|          | Street Address: P.O. BOX 747   | Authorized to be charged to deposit account                                   |  |  |
|          | City: FALLS CHURCH State: VA ZIP: 22040-0747   | 8. Deposit account number: 02-2448  |  |  |
|          | Country: USA   | (Attach triplicate copy of this page if paying by deposit account)            |  |  |
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|          | 9. Statement and signature.  |   |  |  |
|          | To the host of my browledge and helief the foregoing information is t                                      | rue and correct and any attached copy is a true copy of the original document |  |  |
|          | To the best of my normange and best, the joint of the first of the   | f   |  |  |
|          | C. Joseph Faraci, Reg. No. 32,350 Name of Person Signing/Reg. No.  | #28977<br>Septure 03-01-99<br>Date  |  |  |
|          | Total number of pages including covers   | sheet, attachments, and document:   |  |  |

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, DC 20231

> **PATENT REEL: 9791 FRAME: 0084**

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| ATTORNEY | DOCKE | T NO. | 32-248P |
|----------|-------|-------|---------|

## **ASSIGNMENT**

|                                     | Application No. New Filed 12–31–98   |
|-------------------------------------|--|
|                                     | WHEREAS,   |
|                                     | Kenji KAWADA, Mitsuaki OHTANI, Ryuji SUZUKI,   |
| nsert Name(s)<br>f Inventor(s)      | Akinori ARIMURA  |
|                                     |  |
| nsert Title<br>f Invention          | (hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in   |
|                                     | for which an application for Letters Patent of the United States of America has been executed by the undersigned   |
| nsert Date f Signing of application | on; and; WHEREAS,Shionogi & Co., Ltd.  |
| nsert Name<br>f Assignee            |  |
| nsert Address<br>f Assignee         | of 1-8, Doshomachi 3-chome, Chuo-ku, Osaka-shi, Osaka 541-0045  JAPAN  |
|                                     | its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the   |
| HECK<br>ONE BOX                     | <ul> <li>(1) □ United States of America only; or</li> <li>(2) □ United States of America and any and all foreign countries</li> </ul>  |
|                                     | NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in: |
|                                     | 1. the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its   |

2. the United States of America, its territories, dependencies and possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions and in any and all foreign countries, if box (2) above is designated;

territories, dependencies and possessions, if box (1) above is designated;

and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

PATENT REEL: 9791 FRAME: 0085 The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and/or any and all foreign countries to issue any and all Letters Patents resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch and Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date JAN. 28.1999  | , Name of Inventor | Kenji Havada (signature) Kenji KAWADA | (SEAL) |
|--------------------|--------------------|---------------------------------------|--------|
| Date JAN. 28.1999  | , Name of Inventor |                                       | (SEAL) |
| Date JAN. 28. 1999 | , Name of Inventor |                                       | (SEAL) |
| Date JAN. 28. 1999 | , Name of Inventor | $\sim$ $\sim$                         | (SEAL) |
| Date               | , Name of Inventor |                                       | (SEAL) |
| Date               | , Name of Inventor | (signature)                           | (SEAL) |
|                    |                    |                                       |        |

The execution by the Inventor(s) of this assignment may be witnessed by at least two other persons who sign here.

Witness

Ayumi II

Witness

Ayumi II

Witness

Hideaki YAMAUCHI

DATEN

RECORDED: 03/01/1999

REEL: 9791 FRAME: 0086