

04-05-1999



FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G-4134.3US01

EET

U.S. DEPARTMENT OF COMMERCE

MAR 29 Patent and Trademark Office

101001031

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Athena Neurosciences, Inc.

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

ELAN PHARMACEUTICALS, INC.
800 Gateway Boulevard
South San Francisco, CA 94080Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: February 26, 1999

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)

B. Patent No.(s)

08/122,685 (now U.S. Patent No. 5,462,740, issued 10/31/1995)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ronald A. Daignault
 Address: Merchant, Gould, Smith, Edell,
 Welter & Schmidt, P.A.
 3100 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402-4131

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. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Ronald A. Daignault

Name of Person Signing

Signature

3/23/99

Date

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PATENT
 REEL: 9852 FRAME: 0078

ASSIGNMENT

THIS ASSIGNMENT, by ATHENA NEUROSCIENCES, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 (hereinafter referred to as "the Assignor"), witnesseth:

Whereas, by virtue of an Assignment recorded in the United States Patent and Trademark Office, at reel 6962, frame 0605, the Assignor is the owner of the entire right, title and interest of the invention set forth as follows:

Title of the Invention: Rectally-Administered, Epileptic-Seizure-Inhibiting Composition

Filing date: September 17, 1993 Serial No.: 8-122685 ; and

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 (hereinafter referred to as "the Assignee has acquired the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, effective January 1, 1999, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does 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 inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and 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 the Assignee, for its own use and behalf and the use and behalf 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 Assignor had this sale and assignment not been made;


AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents 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 or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns:

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent or Patents to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

IN TESTIMONY WHEREOF, Assignor has signed its name on the date indicated.

ATHENA NEUROSCIENCES, INC.

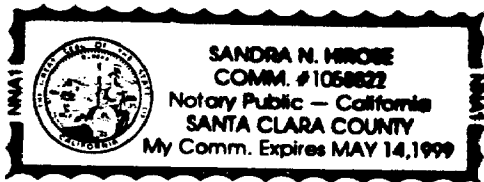
By  Lisabeth Feix Murphy
Lisabeth Feix Murphy
Vice President

Date: February 26, 1999

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo
On February 26, 1999 before me, Sandra N. Hirose,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lisabeth Feix Murphy,
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sandra N. Hirose
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment
Document Date: February 26, 1999 Number of Pages: 2
Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisabeth Feix Murphy

- ☐ Individual
☒ Corporate Officer
Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

Athena Neurosciences, Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
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