

08-03-1999

09/09/1593  
RECORDATION  
PTO/PCT Rec'd 18 NOV 1998  
8450  
Doc. No. PCT/US

To the Commissioner of Patents



attached original documents or copy thereof.

1. Name of conveying party(ies):

101110146

Christopher F. Bigge

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

Yes  No

Name and address of receiving party(ies):

Name: WARNER-LAMBERT COMPANY

Foreign Address: 201 Tabor Road

Morris Plains, New Jersey 07950

11.18.98

3. Nature of conveyance:

Assignments  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: July 28, July 31, and August 4, 1998

Domestic Address:

City: State ZIP

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 Number: 09/091,593

Filing Date: December 20, 1996

B. Title of Invention:

2-Substituted Piperidine Analogs and Their Use as Subtype Selective NMDA Receptor Antagonists

11/19/1998 PVOLPE 00000140 09091593  
Additional numbers attached?  Yes  No  
04 FC:581

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

Name: Fitzpatrick, Cella, Harper & Scinto

30 Rockefeller Plaza

New York, New York 10112-3801

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

6. Number of applications and patents involved:

One

7. Total fee (37 CFR 3.41): \$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number (for deficiency or excess)

06-1205

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

DO NOT USE THIS SPACE

11/19/1998 PVOLPE 00000140 09091593  
Statement and signature. 40.00 OP  
03 FC:581

To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a true copy of the original document.

RAYMOND R. MANDRA

Name of Person Signing

*Raymond R. Mandra* (Reg. No. 37,582)

Signature

November 17, 1998

Date

Total number of pages including cover sheet, attachments, and documents: 9

Continuation of  
Transmittal of Document  
for Recordation - Patents Only  
Atty Docket No.: 845.3326 PCT/US  
(Page 2)

1 contd.

John F.W. Keana  
Sui Xiong Cai  
Eckard Weber  
Richard Woodward  
Nancy C. Lan  
Anthony P. Guzikowski

2 contd.

COCENSYS, INCORPORATED  
201 Technology Drive  
Irvine, California 92618

F506\A614864\mfg

**ASSIGNMENT**

FOR VALUE RECEIVED, WE Sui Xiong CAI; Eckard WEBER; Richard WOODWARD; and Nancy <sup>C.</sup>F. LAN

citizens of the People's Republic of China; United States of America; United States of America; and United States of America respectively

residing, respectively, at

Sui Xiong Cai 12 Salinas Foothill, California 92610	Eckard Weber 1290 Morningside Laguna Beach, California 92651
Richard Woodward 95 Sandcastle Aliso Viejo, California 92656	Nancy C. Lan 522 Hermosa Street South Pasadena, California 91030

hereby sell, assign, transfer and convey unto

WARNER-LAMBERT COMPANY and COCENSYS, INCORPORATED

corporations of the State of Delaware

having places of business respectively at

201 Tabor Road Morris Plains, New Jersey 07950 United States of America	213 Technology Drive Irvine, California 92618 United States of America
---	--

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for all countries, in and to certain inventions relating to

**2-SUBSTITUTED PIPERIDINE ANALOGS AND THEIR USE AS  
SUBTYPE SELECTIVE NMDA RECEPTOR ANTAGONISTS**

and described in an application for Letters Patent of the United States Application No. 60/009,182 by us on December 22, 1995 and in International Patent Application No. PCT/US96/20767 by us on December 20, 1996

and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted, thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States of America, and all reissues, renewals and extensions thereof; and we hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States of America having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

AND we hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

AND we hereby covenant that we have the full right to convey the entire right, title and interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said Assignee or nominees all facts known to us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this 31<sup>st</sup> day of July, 1998.

Sui Xiong Cai L.S.  
Sui Xiong Cai

Eckard Weber L.S.  
Eckard Weber

Richard Woodward L.S.  
Richard Woodward

Nancy C. Lan L.S.  
Nancy C. Lan

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:  
\_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally appeared

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and who thereupon acknowledged to me that they executed the same for the purposes therein set forth.

(Seal)

*see attached*

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On July 31, 1998 before me, Dawn A. Martin, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Sui Xiong Cai, Eckard Weber, Richard Woodward and Nancy C. Lan.  
Name(s) of Signer(s)

personally known to me – OR –  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.

Dawn A Martin  
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

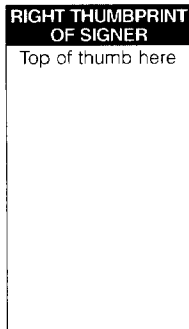
Document Date: July 31, 1998 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

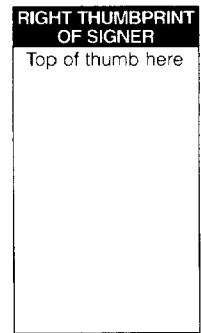
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT**

FOR VALUE RECEIVED, WE John F. W. KEANA and Anthony P. GUZIKOWSKI

citizens of the United States of America

residing, respectively, at

John F. W. Keana  
3854 Onyx Street  
Eugene, Oregon 97406

Anthony P. Guzikowski  
2647 Quince Street  
Eugene, Oregon 97404

hereby sell, assign, transfer and convey unto

WARNER-LAMBERT COMPANY and COCENSYS, INCORPORATED

corporations of the State of Delaware

having places of business respectively at

201 Tabor Road  
Morris Plains, New Jersey 07950  
United States of America

213 Technology Drive  
Irvine, California 92618  
United States of America

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for all countries, in and to certain inventions relating to

2-SUBSTITUTED PIPERIDINE ANALOGS AND THEIR USE AS  
SUBTYPE SELECTIVE NMDA RECEPTOR ANTAGONISTS

and described in an application for Letters Patent of the United States Application No. 60/009,182 by us on December 22, 1995 and in International Patent Application No. PCT/US96/20767 by us on December 20, 1996

and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted, thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States of America, and all reissues, renewals and extensions thereof; and we hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States of America having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

AND we hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

AND we hereby covenant that we have the full right to convey the entire right, title and interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said Assignee or nominees all facts known to us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications,

make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this 4<sup>th</sup> day of August, 1998.

John F. W. Keana L.S.  
John F. W. Keana

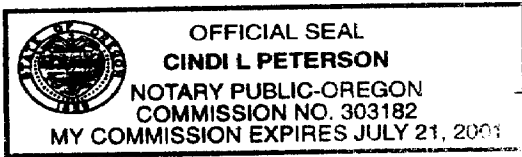
Anthony P. Guzilkowski L.S.  
Anthony P. Guzilkowski

STATE OF Oregon )  
COUNTY OF Lane ) ss.:

On this 4<sup>th</sup> day of August, 1998, before me personally appeared

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and who thereupon acknowledged to me that they executed the same for the purposes therein set forth.

(Seal)



Cindi L. Peterson

Notary Public  
(Notary Stamp)

usass.326

# ASSIGNMENT

FOR VALUE RECEIVED, I, Christopher F. BIGGE

citizen of the United States

residing, respectively, at

2400 Parkside Drive  
Ann Arbor, Michigan 48105  
United States of America

hereby sell, assign, transfer and convey unto

WARNER-LAMBERT COMPANY and COCENSYS, INCORPORATED

corporations of the State of Delaware

having places of business respectively at

201 Tabor Road  
Morris Plains, New Jersey 07950  
United States of America

213 Technology Drive  
Irvine, California 92618  
United States of America

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for all countries, in and to certain inventions relating to

## 2-SUBSTITUTED PIPERIDINE ANALOGS AND THEIR USE AS SUBTYPE SELECTIVE NMDA RECEPTOR ANTAGONISTS

and described in an application for Letters Patent of the United States Application No. 60/009,182 by me on December 22, 1995 and in International Patent Application No. PCT/US96/20767 by me on December 20, 1996

and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted, thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States of America, and all reissues, renewals and extensions thereof; and I hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States of America having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

AND I authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

AND I hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

AND I hereby covenant that I have the full right to convey the entire right, title and interest herein assigned and that I have not executed and will not execute any agreement in conflict herewith.

AND I hereby covenant and agree that I will communicate to said Assignee or nominees all facts known to me pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28<sup>th</sup> day of July, 1998.

Christopher F. Bigge L.S.  
Christopher F. Bigge

STATE OF Michigan )  
 ) ss.:  
COUNTY OF Washtenaw )

On this 28<sup>th</sup> day of July, 1998, before me personally appeared  
to me known and known to me to be the individuals described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that they executed the same for the purposes therein set forth.

(Seal)

Lucinda M. Malocha  
Notary Public  
(Notary Stamp)

usass.326

**LUCINDA M. MALOCHA**  
**Notary Public, Washtenaw County, MI**  
**My Commission Expires Sept. 21, 2000**