

08-25-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101125477

To The Honorable Commissioner of Patents and Trademarks. *thereof.*

attached original documents or copy

1. Name of conveying parties: Dominic P. Behan, Derek T. Chalmers, Chen W. Liaw, Joseph F. Russo and William J. Thomsen

Additional name(s) of conveying party(ies) attached? () YES (X) NO

3. Nature of Conveyance:
(X) Assignment () Merger
() Security Agreement
() Change of Name
() Other:

Execution Dates: July 29, 1999, August 2, 1999, August 9, 1999, August 10, 1999

2. Name and address of receiving party

Name: Arena Pharmaceuticals, Inc.

Street Address: 6166 Nancy Ridge Drive

City: San Diego

State: California ZIP: 92121

Additional name(s) & address attached? () YES (X) 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 No.
09/292,071 filed April 14, 1999

B. Patent No.(s)

Additional numbers attached? () YES (X) NO

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

Name: Mark J. Rosen
Internal Address: WOODCOCK WASHBURN KURTZ
MACKIEWICZ & NORRIS LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301

Street Address: WOODCOCK WASHBURN KURTZ
MACKIEWICZ & NORRIS LLP
One Liberty Place - 46th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103-7301

6. Total number of applications and patents involved:
One

7. Total fee (37 CFR 3.41):.....\$40.00
(X) Enclosed
() Authorized to be charged to Deposit Account
Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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.

Mark J. Rosen/39,822

Name of Person Signing/Reg. No.

Mark J. Rosen

Signature

Date: August 18, 1999

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

08/24/1999 MTHAI1 00000002 0929071

01 FC:581

40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

DOCKET NO.: AREN-0034

Pending Application;
Serial No. 09/292,071
Filed April 14, 1999

ASSIGNMENT

WHEREAS, we, **Dominic P. Behan, Derek T. Chalmers, Chen W. Liaw, Joseph F. Russo and William J. Thomsen**, hereinafter referred to as the assignors, residing respectively at **11472 Roxboro Court, San Diego, CA 92131, 347 Longden Lane, Solana Beach, CA 92075, 7668 Salix Place, San Diego, CA 92129, 14520 Vintage Drive, San Diego, CA 92126 and 13603 Mar Scenic, Del Mar, CA 92014** are co-inventors with **Richard J. Foster, Robert C. Glen, Michael S. Lawless, Qian Liu and Julian R. Smith**, of **Lower Penhalt, Poundstock Bude, Cornwall, EX23 ODF, United Kingdom, 7 Stone Chimney, Glencoe, MO 63038, 1847 Willow Oak Drive, St. Charles, MO 63303, 13 Cool Meadows Drive, Ballwin, MO 60311 and 2 Exe View Cottages, Whitestone, Exeter, Devon EX42JJ, United Kingdom**, respectively, of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. **09/292,071**, filed **April 14, 1999**, entitled **Non-Endogenous, Constitutively Activated Human Serotonin Receptors and Small Molecule Modulators Thereof**, and

WHEREAS, **Arena Pharmaceuticals, Inc.** hereinafter referred to as the assignee, of **6166 Nancy Ridge Drive, San Diego, California 92121**, a corporation of **Delaware**, is desirous of acquiring our entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, our entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.


AND we hereby covenant that we have full right to convey our interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and

**PATENT
Co-inventors**

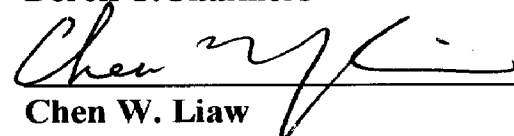
without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

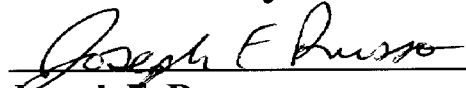
AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of our entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.


IN WITNESS WHEREOF, we have hereunto set our hands and seals.

 (L.S.)
Dominic P. Behan

 (L.S.)
Derek T. Chalmers

 (L.S.)
Chen W. Liaw

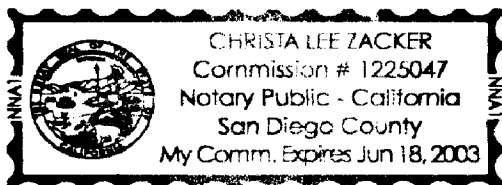
 (L.S.)
Joseph F. Russo

 (L.S.)
William J. Thomsen

[WHERE ALL INVENTORS SIGN BEFORE THE SAME NOTARY:]

California :
: SS
COUNTY OF San Diego :

On this 29 day of July, 19 99, before me personally came
the above named Joe Russo to me personally
known and known to me to be the same individual who executed the foregoing assignment, and
who acknowledged to me that execution of the same was of that person's own free will for the
use and purposes therein set forth.

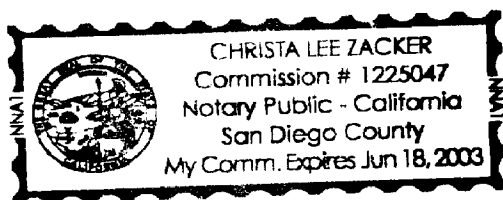


Christa Lee Zacker
Notary Public

[WHERE INVENTORS SIGN BEFORE SEPARATE NOTARIES:]

California :
: SS
COUNTY OF San Diego :

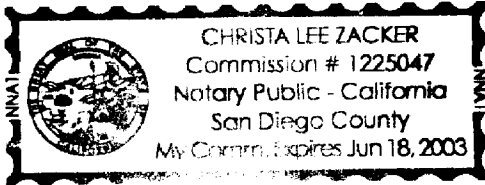
On this 29 day of July, 1999, before me personally came the
above named Derek Chalmers to me personally known and known to me to be
the same individual who executed the foregoing assignment, and who acknowledged to me that
execution of the same was of that person's own free will for the use and purposes therein set
forth.



Christa Lee Zacker
Notary Public

California :
:SS
COUNTY OF San Diego :

On this 2 day of August, 19 99 before me personally came
the above named Chen Liew to me personally known and known to
me to be the same individual who executed the foregoing assignment, and who acknowledged
to me that execution of the same was of that person's own free will for the use and purposes
therein set forth.



Christa Lee Zacker
Notary Public

California :
:SS
COUNTY OF San Diego :

On this 9 day of August, 19 99 before me personally came
the above named Bill Thompson to me personally known and known to
me to be the same individual who executed the foregoing assignment, and who acknowledged
to me that execution of the same was of that person's own free will for the use and purposes
therein set forth.



Christa Lee Zacker
Notary Public

California :
:SS
COUNTY OF San Diego :

On this 10 day of August, 19 99 before me personally came
the above named Dominic Behan to me personally known and known to
me to be the same individual who executed the foregoing assignment, and who acknowledged
to me that execution of the same was of that person's own free will for the use and purposes
therein set forth.



Christa Lee Zacker
Notary Public

:SS
COUNTY OF _____:

On this _____ day of _____, 19 __, before me personally came
the above named _____ to me personally known and known to
me to be the same individual who executed the foregoing assignment, and who acknowledged
to me that execution of the same was of that person's own free will for the use and purposes
therein set forth.

Notary Public