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To the Honorable Commissioner of Patents

original documents or copy thereof.

Name of conveying party(ies):

Sam J. MILSTEIN; Andrea LEONE-BAY; Donald J. SARUBBI; and Harry LEIPOLD

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

3. Nature of conveyance:

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

Execution Date(s): July 13, 1999 and August 9, 1999

Name and address of receiving party(ies):

Name: EMISPHERE TECHNOLOGIES, INC.

Internal Address:

Street Address: 765 Old Saw Mill River Road

City: Tarrytown State or Country: New York Zip: 10591

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 No.(s) 08/939,939

B. Patent No. _____
on _____ (Date of Deposit)

CERTIFICATE OF MAILING
I hereby certify that this paper and every paper referred to therein as being enclosed is being deposited with the U.S. Postal Service as first class mail, postage prepaid, in an envelope addressed to: Commissioner of Patents & Trademarks, Washington DC 20231,
August 19, 1999
8/19/99 J. DiLullo
Date Name

Additional numbers attached? ☐ Yes ☒ No

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

Name: Darby & Darby P.C.

Internal Address:

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

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 number:

04-0100

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

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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.

Jay P. Lessler, Reg. No. 41,151
Name of Person Signing

Jay P. Lessler
Signature

August 19, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

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

File No.: 1946/1A483-US6

ASSIGNMENT

WHEREAS, We, **Sam J. MILSTEIN**, a citizen of The United States of America, residing at 105 Willow Avenue, Larchmont, New York 10538, **Andrea LEONE-BAY**, a citizen of The United States of America, residing at 20 Woodland Way, Ridgefield, Connecticut 06877, **Donald J. SARUBBI** a citizen of The United States of America, residing at 25 Gail Court, Carmel, New York 10512 and **Harry LEIPOLD**, a Citizen of The United States, residing at 63 Town Green Drive, Elmsford, New York 10523,

hereinbelow called "Assignors," have made a certain new invention for

ACTIVE AGENT TRANSPORT SYSTEMS

Corresponding to U.S. Patent Serial No.: 08/939,939

described in the specification for which an application was filed in the U.S. Patent and Trademark Office on September 29, 1997; and

WHEREAS, **EMISPHERE TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of New York, and having offices and doing business at 765 Old Saw Mill River Road, Tarrytown, New York 10591, and elsewhere, hereinbelow called "Assignee," is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the said Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them; and

FOR THE CONSIDERATION AFORESAID, we hereby covenant and agree to and with the said Assignees, its successors and assigns, that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is

lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense; and

FOR THE CONSIDERATION AFORESAID, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made;

AND The Commissioner of Patents is requested to issue said Letters Patent, when granted, in accordance with this sale and assignment.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

DATE: 7/13/88


Sam J. MILSTEIN, Inventor

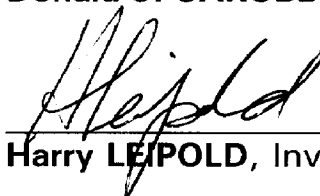
DATE: 8-9-99


Andrea LEONE-BAY, Inventor

DATE: 8/9/99


Donald J. SARUBBI, Inventor

DATE: 8/9/99


Harry LEOPOLD, Inventor

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