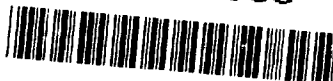


FORM PTO-1595
1-31-92

12-21-1999



101229134

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Sankar Chatterjee and John P. Mallamo

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 Date(s): December 4, 1998

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

Name: Cephalon, Inc.

Street Address: 145 Brandywine Parkway

City: West Chester

State: Pennsylvania ZIP 19380

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.(s)
09/167,163 filed 10/06/98

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: Michael P. Straher
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 (1)

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.

Michael P. Straher/38,325
Name of Person Signing/Reg. No.

Signature

December 8, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

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

12/17/1999 DMGUYEN 00000297 09167163

01 FC:581

40.00 DP

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

PATENT
REEL: 010443 FRAME: 0453

DOCKET NO.: CEPH-0452

**(Pending Application;
Serial No. Known)**

ASSIGNMENT

WHEREAS, we **Sankar Chatterjee and John P. Mallamo**, hereinafter referred to as the assignors, residing respectively at **228 Henley Road, Wynnewood, Pennsylvania 19096** and **616 Font Road, ^{Glenmoore} ~~Glen Moore~~, Pennsylvania 19343** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. **09/167,163**, filed **October 6, 1998**, entitled **Alpha-Ketoamide Multicatalytic Protease Inhibitors**; and

WHEREAS, **Cephalon, Inc.** hereinafter referred to as the assignee, of **145 Brandywine Parkway, West Chester, Pennsylvania 19380**, a corporation of **Delaware**, is desirous of acquiring the 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, the 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 the entire 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 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

PATENT
Joint Inventors

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 the 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.

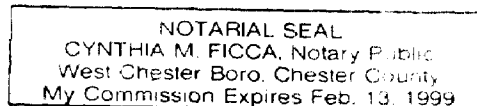
Sankar Chatterjee (L.S.)
Sankar Chatterjee
John P. Mallamo (L.S.)
John P. Mallamo

[WHERE ALL INVENTORS SIGN BEFORE THE SAME NOTARY:]

(Commonwealth of Texas) :
: SS
COUNTY OF Chester :

On this 4TH day of December, 1998, before me personally came the above named Sankar Chatterjee and John P. Mallamo 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.

Cynthia M. Ficca
Notary Public



[WHERE INVENTORS SIGN BEFORE SEPARATE NOTARIES:]

: SS
COUNTY OF _____:

On this _____ day of _____, 19____, before me personally came the above named Sankar Chatterjee 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

: SS
COUNTY OF _____:

On this _____ day of _____, 19_____, before me personally came the above named John P. Mallamo 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