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04-05-2000

Form PTO-1595 (Modified)



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COVER SHEET

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):

VIVUS, Inc.

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

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

Name: Dr. Virgil A. Place

Internal Address:

Street Address: P.O. Box 44555, 10 AlaKahua

City: Kawaihae State: Hawaii ZIP: 96743

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: January 19, 2000

4. Application numbers(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)

09/237,713 filed Jan. 26, 1999;
09/236,892 filed Jan. 26, 1999; and
09/237,455 filed Jan. 26, 1999.

B. Patent No.(s)

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

Dianne E. Reed
Street Address: REED & ASSOCIATES
3282 Alpine Road
Portola Valley, California 94028
(650) 851-8501 Telephone
(650) 851-8539 Facsimile

6. Total number of applications and patents involved: 3

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit Account No. 18-0580

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 with regards to this correspondence.

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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.

Dianne E. Reed, Reg. No. 31,292

Name of Person Signing

Signature

Date

Total number of pages including cover sheet 3

ASSIGNMENT

This ASSIGNMENT is between VIVUS, Inc., a Delaware corporation having a place of business at 605 East Fairchild Drive, Mountain View, California 94043, hereinafter referred to as Assignor, and Dr. Virgil A. Place, an individual residing at Kawaihae, Hawaii, hereinafter referred to as Assignee.

WHEREAS, Assignor is the owner of the entire right, title, and interest to the inventions described and claimed in the following

(1) United States Patent Application Serial No. 09/237,713, filed on January 26, 1999, for "DRUG DOSAGE UNIT FOR BUCCAL ADMINISTRATION OF STEROIDAL ACTIVE AGENTS," by Virgil A. Place;

(2) United States Patent Application Serial No. 09/236,892, filed on January 26, 1999, for "COMPACT DOSAGE UNIT FOR BUCCAL ADMINISTRATION OF A PHARMACOLOGICALLY ACTIVE AGENT," by Virgil A. Place; and

(3) United States Patent Application Serial No. 09/237,455, filed on January 26, 1999, for "BUCCAL DRUG DELIVERY SYSTEM FOR USE IN MALE CONTRACEPTION," by Virgil A. Place,

by virtue of Assignments recorded at the U.S. Patent and Trademark Office at (1) Reel 9884, Frame 0005, (2) Reel 9879, Frame 0299, and (3) Reel 9869, Frame 0138, respectively.

AND WHEREAS, Assignee desires to acquire from Assignor all right, title, and interest in and to said inventions and above-identified United States patent applications;

NOW, THEREFORE, for valuable consideration received, Assignor hereby sells, assigns, and transfer to Assignee, its successors, and assignees all right, title, and interest in and to said inventions, U.S. patent applications, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or 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 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 Assignor hereby agrees, upon request, to execute any instrument which Assignee reasonably desires to carry this Assignment into effect and to perfect the title transferred hereby;

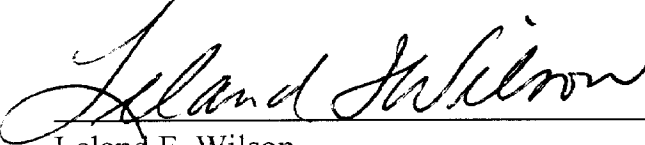
AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions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

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized representative thereof.

VIVUS, Inc.

11/19/00

By:



Leland F. Wilson

President and Chief Executive Officer

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