

FORM PTO-1595 (Rev. 6/93)

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04-21-2000

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Attorney's Docket No. 000950-088

1010	Attorney 8 Docket No. <u>000950-088</u>
To the Honorable Commissioner of Patents and Trademarks.	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Felix THEEUWES Ben ECKENHOFF/Bonnie BURDETT (Deceased) (Legal Representative)  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: March 9, 2000 and March 17, 2000	2. Name and address of receiving party(ies):  Name: Alza Corporation  Address: 950 Page Mill Road  Palo Alto, California 94703  MAR 2 7 2000  Additional name(s) & address(es) attached?   ] Yes [X] No
<ul> <li>4. Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new application, the</li> <li>A. Patent Application No.(s)</li> </ul>	e execution date of the application is:  B. Patent No.(s)
09/472,600	
Additional numbers attach	ned?   ] Yes [X] No
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved: 1
Name: Robert G. Mukai  Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.  P.O. Box 1404  Alexandria, Virginia 22313-1404	7. Total fee (37 CFR § 3.41): \$_40.00  [X] Enclosed  [] Authorized to be charged to deposit account, if necessary  8. Deposit account number: 02-4800
DO NOT USE	THIS SPACE
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true of Robert G. Mukai, Registration No.: 28,531  Name of Person Signing	March 27, 2000 Signature  Total number of pages including cover sheet, attachments, and document: 6

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

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

04/20/2000 DNGUYEN 00000225 09472600 01 FC:581

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(09/99)

PATENT (09/ REEL: 010705 FRAME: 0959

## **ASSIGNMENT**

(TAIOL)

THIS ASSIGNMENT, by <u>FELIX THEEUWES</u>, and <u>BEN ECKENHOFF</u> (<u>DECEASED</u>)/BONNIE BURDETT <u>DENNIS</u> (<u>LEGAL REPRESENTATIVE</u>), <u>residing</u> at 27350 ALTAMONT ROAD, LOS ALTOS HILLS, CALIFORNIA, 94022 and <u>1080 AUTUMN LANE</u>, <u>LOS ALTOS</u>, <u>CALIFORNIA</u>, <u>94022</u> (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in <u>OSMOTIC DELIVERY SYSTEM HAVING SPACE EFFICIENT PISTON</u> set forth in an application for Letters Patent of the United States,

(1)	which is	a provisional application
	(a) □ 1	to be filed herewith; or
	(b) □ l	pearing Application No. , and filed on ; or
(2)	which is	a non-provisional application
		naving an oath or declaration executed on even date herewith priofiling of application;
		bearing Application No. <u>09/472,600</u> , and filed on <u>DECEMBER 27</u> 99; or
	(c) □ t	to be filed: and

WHEREAS, ALZA CORPORATION, a corporation duly organized under and pursuant to the laws of <u>DELAWARE</u> and having its principal place of business at <u>950 PAGE MILL ROAD, PALO ALTO, CALIFORNIA 94303</u> (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and 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, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, 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 Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

(OOVOO)

Application No. <u>09/472,600</u> Attorney's Docket No. 000950-088

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathis, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date Harch 9 60	_ Signature of Assignor	Felix THEEUWES
		Ben ECKENHOFF (Deceased) Bonnie Burdett DENNIS (Legal Representative
Date	Signature of Assignor	
Date	_ Signature of Assignor	
Date	Signature of Assignor	
Date	Signature of Assignor	
Date	Signature of Assignor	
Date	Signature of Assignor	

(00/09)

## **ASSIGNMENT**

(JOINT)

THIS ASSIGNMENT, by FELIX THEEUWES, and BEN ECKENHOFF (DECEASED)/BONNIE BURDETT DENNIS (LEGAL REPRESENTATIVE), residing at 27350 ALTAMONT ROAD, LOS ALTOS HILLS, CALIFORNIA, 94022 and 1080 AUTUMN LANE, LOS ALTOS, CALIFORNIA, 94022 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in <a href="MOSMOTIC DELIVERY SYSTEM HAVING SPACE EFFICIENT PISTON">MOSMOTIC DELIVERY SYSTEM HAVING SPACE EFFICIENT PISTON</a> set forth in an application for Letters Patent of the United States,

(1)	□ which	is a provisional application
	(a) □	to be filed herewith; or
	(b) □	bearing Application No. , and filed on ; or
(2)	⊠ which	is a non-provisional application
		having an oath or declaration executed on even date herewith prior of filing of application;
		I bearing Application No. <u>09/472,600</u> , and filed on <u>December 27,</u> <u>999;</u> or

WHEREAS, ALZA CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 950 PAGE MILL ROAD, PALO ALTO, CALIFORNIA 94303 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

(c) to be filed; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and 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, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, 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 Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

Page 1 of 2 (09/99)

PATENT REEL: 010705 FRAME: 0962 AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date_	Signature of Assigno	or
Date_	March 17, 2000 Signature of Assigno	Felix THEEUWES  Ben ECKENHOFF (Deceased)  Bonnie Burdett DENNIS (Legal Representative)
Date_	Signature of Assigno	or
Date_	Signature of Assigno	or
Date_	Signature of Assigno	or
Date_	Signature of Assigno	or
Date_	Signature of Assigno	or
Date_	Signature of Assigno	or

(09/99)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
County of Santa Clean	> ss.
On <u>03/09/0C</u> , before me, x	Name and Title of Officer (e.g., "Jane Doe, Notary Publicy  Name of of Signery  Name of of Signery  Name of of Signery
personally appeared + elix	Name of of Signer of
	⊋personally known to me
	☐ 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
KAREN Men s cocDONALD	signature(s) on the instrument the person(s), or
Commission # 1249442	the entity upon behalf of which the person(s)
Party Company	acted, executed the instrument.
	WITNESS my hand and official seal.
Place Notary Seal Above	Harry Marce Mar Onales
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Though the information below is not required by	<b>PTIONAL</b> law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	tent Assignment
Document Date: 3/8/00/(detel	(atter) Number of Pages: Zoy 6
Signer(s) Other Than Named Above	me Burdett Dunis
Capacity(ies) Claimed by Signer	
Signer's Name: <del>Zeli X 75 uuu</del> KIndividual	OF SIGNER
Corporate Officer — Title(s):	Top of thumb here
☐ Partner — ☐ Limited ☐ General	
☐ Attorney in Fact	
Trustee	
Guardian or Conservator	
Other:	
Signer Is Representing:	

**RECORDED: 03/27/2000** 

**PATENT REEL: 010705 FRAME: 0964**