

07-28-2000



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FORM PTO-1595
(Rev. 6-93)

7/28/2000

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Asst. Commissioner for Patents

copies or copy thereof

1. Name of conveying party(ies):
Athena Neurosciences, Inc.
Additional name(s) of conveying parties attached?
 Yes No.

2. Name and address of receiving party(ies)
Name: Elan Pharmaceuticals, Inc.
Internal Address:
Street Address: 800 Gateway Boulevard

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: January 11, 2000

City: South San Francisco State: CA ZIP: 94080
Additional names and addresses attached?
 Yes No

4. Application Number(s) or Patent Numbers.
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s): 08/733,202 B. Patent No(s):
Additional numbers attached? Yes No

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

6. Total number of applications and patents involved 1

Name: Rosemarie L. Celli
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(650) 326-2400

7. Total fee (37 CFR 3.41): \$160.00
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.
Rosemarie L. Celli
Name of Person Signing Signature Date July 25, 2000
Atty Reg. No. 42,397 Total number of pages including cover sheet, attachments and document 5

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

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07/31/2000 DNGUYEN 00000103 201430 08733202

Asst. Commissioner for Patents
Box: Assignments
Washington, D.C. 20231

01 FC:581 40.00 CH
02 FC:584 120.00 CH

ASSIGNMENT

THIS ASSIGNMENT, by ATHENA NEUROSCIENCES, INC., ("Athena"), a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, by virtue of an Acknowledgement and Assignment Nunc Pro Tunc to be recorded in the United States Patent and Trademark Office, the Assignor owns jointly (1) with Eli Lilly and Company ("Lilly"), a corporation of Indiana whose principal place of business is Lilly Corporate Center, Indianapolis, Indiana 46285, pursuant to the Amended and Restated Agreement of April 1, 1993, between Assignor and Lilly, and (2) with The Brigham and Women's Hospital, Inc. ("Brigham"), the entire right, title and interest of the inventions claimed in the Patents and Patent Applications listed on attached Exhibit A;

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 (hereinafter referred to as "the Assignee") pursuant to a Stock and Asset Contribution Agreement effective January 1, 1999, between Assignor and Assignee, has acquired the Assignor's right, title, and interest in and to said invention, the right to file applications on said invention, and the 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 applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, effective January 1, 1999, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned invention, the right to file applications on said invention and the 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 applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or 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 Assignor had its sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that at the time of execution and delivery of these presents the Assignor owns jointly and lawfully with Lilly and Brigham the entire right, title, and interest in and to said applications, including provisional applications, and to the invention set forth in said applications, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor 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 invention 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 Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to the Assignee, Lilly and Brigham (together "the Assignees") as the Assignees of said invention and the Letters Patent or Patents issued and to be issued thereon for the sole use and behalf of the Assignees, their successors, legal representatives, and assigns.

IN TESTIMONY WHEREOF, Assignor has signed its name on the date indicated.

ATHENA NEUROSCIENCES, INC.

Date: January 11, 2000

By Lisabeth F. Murphy
Lisabeth F. Murphy
Vice President

EXHIBIT A

U.S. Patent No. 5,593,846 issued January 14, 1997;
U.S. Patent No. 5,766,846 issued June 16, 1998;
U.S. Patent No. 5,837,672 issued November 17, 1998;
U.S. Application Serial No. 911,647 filed July 10, 1992;
U.S. Application Serial No. 965,972 filed October 26, 1992;
U.S. Application Serial No. 79,511 filed June 17, 1993;
U.S. Application Serial No. 437,067 filed May 9, 1995;
U.S. Application Serial No. 456,347 filed June 1, 1995;
U.S. Application Serial No. 733,202 filed October 18, 1996

and all foreign counterparts (including patent, utility model and industrial designs), and any Letters Patent and Registrations which may be granted on the same in the United States and all countries throughout the world, and claims to the priority as provided by the Paris Convention.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

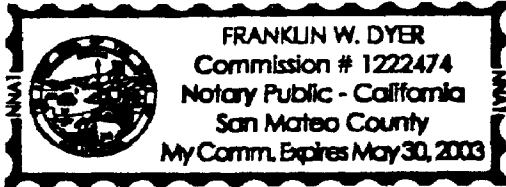
State of California

County of San Mateo } ss.

On 11/11/00, before me, Franklin W. Dyer, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LISABETH F. MURPHY
Name(s) of Signer(s)

- 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Franklin W. Dyer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

