

Form PTO-1595
6-93

06-14-2000

U.S. Department of Commerce
Patent and Trademark Office



101380793

To the Honorable Commissioner of Patents and

or copy thereof.

1. Name of conveying party(ies):

- (1) Donald J. GERHART;
(2) Phuong M. VO;
(3) Atef A. HELMY; and
(4) Geoffrey ALLAN.

5-19-00

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

Name: Durham Pharmaceuticals Ltd.

Street Address: 200 Westpark Corporate Center
4364 South Alston Avenue

City: Durham State: NC Zip Code: 27713-2280

Country: USA

Additional name(s) & address(es) attached? ☐ yes ☒ no

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): (1) November 1, 1999; (2) March 10, 2000; (3) March 11, 2000; and (4) March 26, 2000.

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).

09/406,918

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Kristin K. Vidovich

Street Address: 1100 New York Ave., N.W.
Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

06/13/2000 DUYEN 00000131 09406918

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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.

Kristin K. Vidovich
Name of Person Signing
Registration No. 41,448

Kristin K. Vidovich
Signature

May 19, 2000
Date

Total number of pages including cover sheet, attachments and document 9

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

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

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Rajaram VAIDYANATHAN, Phuong M. VO, George N. MANNING, Donald J. GERHART, Atef A. HELMY and Geoffrey ALLAN, the undersigned inventors hereby sell and assign to Durham Pharmaceuticals Ltd. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Topical Formulations Comprising Skin Penetration Agents and the Use Thereof for which application for patent in the United States of America has been

e x e c u t e d b y t h e u n d e r s i g n e d o n
-----X-----Phuong Vo-----3/10/02-----

(also known as United States Application No. 09/406,918, filed September 28, 1999), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

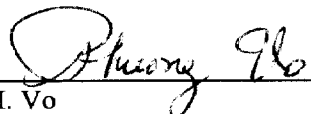
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; and Steven R. Ludwig, Registration No. 36,203, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: _____ Signature of Inventor: _____
Rajaram Vaidyanathan

Date: X 03-10-00 Signature of Inventor: X 
Phuong M. Vo

Date: _____ Signature of Inventor: _____
George N. Manning

Date: _____ Signature of Inventor: _____
Donald J. Gerhart

Date: _____ Signature of Inventor: _____
Atef A. Helmy

Date: _____ Signature of Inventor: _____
Geoffrey Allan

P:\USERS\kvidovic\1569\5110001\assignment

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check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Topical Formulations Comprising Skin Penetration Agents and the Use Thereof for which application for patent in the United States of America has been executed by the undersigned on _____

_____ (also known as United States Application No. 09/406,918, filed September 28, 1999), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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Rajaram Vaidyanathan

Date: _____ Signature of Inventor: _____
Phuong M. Vo

Date: _____ Signature of Inventor: _____
George N. Manning

Date: November 1, 1999 Signature of Inventor: 
Donald J. Gerhart

Date: _____ Signature of Inventor: _____
Atef A. Helmy

Date: _____ Signature of Inventor: _____
Geoffrey Allan

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George N. Manning

Date: _____ Signature of Inventor: _____
Donald J. Gerhart

Date: X 3-11-2000 Signature of Inventor: X atf 2000
Atef A. Helmy 3/11

Date: _____ Signature of Inventor: _____
Geoffrey Allan

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200 Westpark Corporate Center
4364 South Alston Avenue Durham, NC 27713-2280
Telephone: (919) 361-2286 (CATO) Facsimile: (919) 361-2290

Appl. No.: 09/406,918
Docket No.: 1569.5110001/RWE/KKV

ASSIGNMENT

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Donald J. Gerhart

Date: _____ Signature of Inventor: _____
Atef A. Helmy

Date: 26th March 2000 Signature of Inventor: *Geoffrey Allan*
Geoffrey Allan

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