08-31-2000 **FORM PTO-1599** J.S. DEPARTMENT OF COMMERCE REC(1-31-92 Patent and Trademark Office 101447453 of Patents and mademail To The Honorab Commission ached original documents or copy thereof. T& TRADEM 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Cephalon, Inc. David A. Dickason Joseph L. Herman Jeffrey M. Skell Pivush R. Patel Vincent Corvari Street Address: 145 Brandywine Parkway Efraim Shek Additional name(s) of conveying party(ies) City: West Chester attached? () YES (X) NO State Pennsylvania ZIP 19380 3. Nature of Conveyance: () Merger (X) Assignment Additional name(s) & address attached? ()YES (X)NO () Security Agreement () Change of Name () Other: Execution Date(s): February 11,2000; January 31, 2000; February 24, 2000; February 4, 2000; January 31, 2000; February 3, 2000; 4. Application number(s) or patent number(s):09/368,409 If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 09/368,409 Additional numbers attached? () YES (X) NO 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning documents should be mailed: Name: David A. Cherry Internal Address: WOODCOCK WASHBURN KURTZ 7. Total fee (37 CFR 3.41):.....\$40,00 (X) Enclosed MACKIEWICZ & NORRIS LLP () Authorized to be charged to Deposit Account One Liberty Place - 46th Floor Philadelphia, Pennsylvania 19103-7301 Number 23-3050 Street Address: WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP One Liberty Place - 46th Floor 8. Please charge any deficiency or credit any 1650 Market Street overpayment to Deposit Account Number 23-3050 Philadelphia, Pennsylvania 19103-7301 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. David A. Cherry, Reg. No. 35,099 August 7, 2000 Name of Person Signing/Reg. No. Date

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

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

/30/2000 NTHAI1

FC:581

00000238_09368409

40.00 OP

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

ASSIGNMENT

WHEREAS, I, David A. Dickason, herein after referred to as the assignor, residing at 4739 Vicbarb Lane, Cincinnati, OH 45244, am a joint inventor with Piyush R. Patel, Vincent Corvari, Efraim Shek, Joseph L. Herman, and Jeffry M. Skell, of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. 09/368,409, filed August 5, 1999, entitled PARTICLE FORMING COMPOSITIONS CONTAINING FUSED PYRROLOCARBAZOLES; and

WHEREAS, Cephalon, Inc., hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, PA 19380, a corporation of Delaware, U.S.A., is desirous of acquiring my 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, good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, my 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 re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 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 I 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 of applications as aforesaid, to issue to said assignee, as assignee of my 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, I have hereunto set my hand and seal.

David A. Dickason (L.S.)

COUNTY OF CHENWOUT: SS

On this day of to before me personally came the above named havid A hickory, 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

TERREA DENIER
NOTARY PUBLIC STATE OF ONIO
MY COMMISSION EXPIRES
MARCH 6TH 2004

ASSIGNMENT

WHEREAS, I, Piyush R. Patel, herein after referred to as the assignor, residing at 716 Scott Lane, Wallingford, PA 19086, am a joint inventor with David A. Dickason, Vincent Corvari, Efraim Shek, Joseph L. Herman, and Jeffry M. Skell of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. 09/368,409, filed August 5, 1999, entitled PARTICLE FORMING COMPOSITIONS CONTAINING FUSED PYRROLOCARBAZOLES; and

WHEREAS, Cephalon, Inc., hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, PA 19380, a corporation of Delaware, U.S.A., is desirous of acquiring my 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, good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, my 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 re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 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 I 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 of applications as aforesaid, to issue to said assignee, as assignee of my 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, I have hereunto set my hand and seal.

Piyush R. Patel (L.S.)

COUNTY OF Chester: ss

COUNTY OF Cheste

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.

NOTARIAL SEAL JANE BROADBENT, Notary Public West Chester Borough, Chester County My Commission Expires July 14, 2003

ASSIGNMENT

WHEREAS, I, Vincent Corvari, herein after referred to as the assignor, residing at 5 Shakespeare Road, Nashua, NH 03062, am a joint inventor with David A. Dickason, Piyush R. Patel, Efraim Shek, Joseph L. Herman, and Jeffry M. Skell of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. 09/368,409, filed August 5, 1999, entitled PARTICLE FORMING COMPOSITIONS CONTAINING FUSED PYRROLOCARBAZOLES; and

WHEREAS, Cephalon, Inc., hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, PA 19380, a corporation of Delaware, U.S.A., is desirous of acquiring my 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, good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, my 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 re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 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 I 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 of applications as aforesaid, to issue to said assignee, as assignee of my 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, I have hereunto set my hand and seal.

Vint (L.S.)

Massachusetts: ss COUNTY OF Middlesex:

On this 24th day of February, 13 2000 before me personally came the above named Vincent Corpori, 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.

Reth F.B. Menson

RUTH F.B. MUNSON Notary Public

My Commission Expires December 10, 2004

ASSIGNMENT

WHEREAS, I, Efraim Shek, herein after referred to as the assignor, residing at 924 Primrose Lane, Wynnewood, PA 19096, am a joint inventor with David A. Dickason, Piyush R. Patel, Vincent Corvari, Joseph L. Herman, and Jeffry M. Skell of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. 09/368,409, filed August 5, 1999, entitled PARTICLE FORMING COMPOSITIONS CONTAINING FUSED PYRROLOCARBAZOLES: and

WHEREAS, Cephalon, Inc., hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, PA 19380, a corporation of Delaware, U.S.A., is desirous of acquiring my 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, good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, my 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 re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 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 I 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 of applications as aforesaid, to issue to said assignee, as assignee of my 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, I have hereunto set my hand and seal.

Efrain Shek (L.S.)

COUNTY OF Rake: S.

On this ______ day of ______, 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.

OFFICIAL SEAL
ANDREA R. LESTONGA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan. 29, 2003

ASSIGNMENT

WHEREAS, I, Joseph L. Herman, herein after referred to as the assignor, residing at 1051 Squires Drive, West Chester, PA 19382, am a joint inventor with David A. Dickason, Piyush R. Patel, Vincent Corvari, Efraim Shek, and Jeffry M. Skell of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. 09/368,409, filed August 5, 1999, entitled PARTICLE FORMING COMPOSITIONS CONTAINING FUSED PYRROLOCARBAZOLES; and

WHEREAS, Cephalon, Inc., hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, PA 19380, a corporation of Delaware, U.S.A., is desirous of acquiring my 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, good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, my 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 re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 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 I 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 of applications as aforesaid, to issue to said assignee, as assignee of my 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, I have hereunto set my hand and seal.

Commonwealth of Pennsylvania : ss

On this 31 day of Anuary, 192000, before me personally came the above named been L. Herman, 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.

NOTARIAL SEAL
JANE BROADBENT, Notary Public West Chester Borough, Chester County My Commission Expires July 14, 2003

ASSIGNMENT

WHEREAS, I, Jeffry M. Skell, herein after referred to as the assignor, residing at 727 W. Grand Avenue, Rahway, NJ 07065, am a joint inventor with David A. Dickason, Piyush R. Patel, Vincent Corvari, Efraim Shek, and Joseph L. Herman, of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. 09/368,409, filed August 5, 1999, entitled PARTICLE FORMING COMPOSITIONS CONTAINING FUSED PYRROLOCARBAZOLES; and

WHEREAS, Cephalon, Inc., hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, PA 19380, a corporation of Delaware, U.S.A., is desirous of acquiring my 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, good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, my 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 re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey my entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 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 I 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 of applications as aforesaid, to issue to said assignee, as assignee of my 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, I have hereunto set my hand and seal.

	DA	M	X3(0)	_ (L.S.)
Jeffry N	f. Skeh		•	, ,
Jettre	1 9MS	relo. (3, 2000	

COUNTY OF UNION:

RECORDED: 08/09/2000

On this 3^M day of FEBRU ARY, 19—, before me personally came the above named 1EKERY SKUU, 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.

May and Day Notary Public

MARYANN DOYLE

OTARY PUBLIC OF NEW JERSEY

OTARY Commission Expires April 11, 2001

Qualified in Union County