

12-22-2000

FORM PTO-1595
(Rev. 6/93)



DEPARTMENT OF COMMERCE
Patent and Trademark Office



101559883

PATENTS ONLY

Attorney's Docket No. 002010-525

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Andrei W. Konradi, Michael A. Pleiss, Eugene D. Thorsett, Susan Ashwell, Dimitrios Sarantakis, Gregory S. Welmaker, Anthony Kreft, Christopher Semko, Robert Warren Sullivan, Christopher Joseph Soares, Kiev Sui Ly, and Christine M. Tarby

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: Konradi - 4/27/00; Pleiss - 5/1/00;
Thorsett - 5/2/00; Ashwell - 4/20/00; Sarantakis - 4/20/00
Welmaker - 4/20/00; Kreft - 4/20/00; Semko - 4/27/00;
Sullivan - 7/6/00; Soares - 6/28/00; Ly - 7/18/00 and
Tarby - 7/10/00

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

Name: Elan Pharmaceuticals, Inc.

Address: 800 Gateway Boulevard

South San Francisco, California 94080

and

Name: American Home Products Corporation

Address: 5 Giraldi Farms

Madison, New Jersey 07940

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

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)

09/489,378

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Gerald F. Swiss

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$ 40.00

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 and correct and any attached copy is a true copy of the original document.

Rekha Bansal, Reg. No. 36,440

Name of Person Signing

Signature

December 11, 2000

Date

Total number of pages including cover sheet, attachments, and document: 19

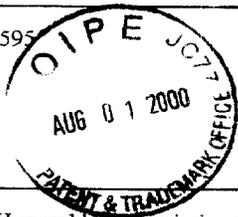
Mail documents to be recorded with required cover sheet information to:

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

PATENT (09/99)
REEL: 011352 FRAME: 0618

08-30-2000

FORM PTO-1595
(Rev. 6/93)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD 101446539
PATENTS ONLY

Attorney's Docket No. 002010-525

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

I. Name of conveying party(ies):

Andrei W. Konradi, Michael A. Pleiss, Eugene D. Thorsett, Susan Ashwell, Dimitrios Sarantakis, Gregory S. Welmaker, Anthony Kreft, Christopher Semko, Robert Warren Sullivan, Christopher Joseph Soares, Kiev Sui Ly, and Christine M. Tarby

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

3. Nature of conveyance:

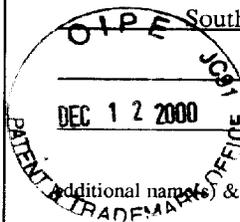
Assignment Merger
 Security Agreement Change of Name

Other: _____

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Welmaker - 4/20/00; Kreft - 4/20/00; Semko - 4/27/00;
Sullivan - 7/6/00; Soares - 6/28/00; Ly - 7/18/00; and
Tarby - 7/10/00

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

Name: Elan Pharmaceuticals, Inc.
Address: 800 Gateway Boulevard
South San Francisco, California 94080



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

COPY

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)

09/489,378

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Gerald F. Swiss
Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$ 40.00

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 Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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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.

Rekha Bansal, Reg. No. 36,440
Name of Person Signing

Rekha Bansal
Signature

July 31, 2000
Date

Total number of pages including cover sheet, attachments, and document: 19

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

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

08/30/2000 MTHA11 00000087 09489378

01 FC:581

40.00 OP

PATENT
REEL: 011352 FRAME: 0619

09/99)

ASSIGNMENT

JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRADI, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, DIMITRIOS SARANTAKIS, GREGORY S. WELMAKER, ANTHONY KREFT, CHRISTOPHER SEMKO, ROBERT WARREN SULLIVAN, CHRISTOPHER JOSEPH SOARES, KIEV SUI LY, and CHRISTINE M. TARY, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123; 848 STELLA COURT, SUNNYVALE, CA 94087-1355; 571 BUENA VISTA DRIVE, MOSS BEACH, CA 94038; 1015 ASPEN DRIVE, PLAINSBORO, NJ 08536; 22 SENTINEL AVENUE, NEWTOWN, PA 18940; 2 JASON COURT, JACKSON, NJ 08527; 43 BARLEY COURT, LANGHORNE, PA 17047; 2361 CARPENTER COURT, FREMONT, CA 94539; 2060 SAN REMO DRIVE, OCEANSIDE, CA 92056; 2828 CARRIAGEDAL ROW, LA JOLLA CA 92037-0924; 10620 DABNEY DRIVE #172, SAN DIEGO, CA 92126; and 5 SPENCER LANE, HOCKESSIN, DE 19707 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in COMPOUNDS WHICH INHIBIT LEUKOCYTE ADHESION MEDIATED BY VLA-4 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
- (a) having an oath or declaration executed on even date herewith prior to filing of application;
- (b) bearing Application No. 09/489,378, and filed on JANUARY 21, 2000; or
- (c) to be filed; and

COPY

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, CA 94080 and AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDI FARMS, MADISON, NJ 07940 (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;

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.

COPY

Date _____ Signature of Assignor _____
Andrei W. Konradi

Date _____ Signature of Assignor _____
Michael A. Pleiss

Date _____ Signature of Assignor _____
Eugene D. Thorsett

Date _____ Signature of Assignor _____
Susan Ashwell

Date _____ Signature of Assignor _____
Dimitrios Sarantakis

Date _____ Signature of Assignor _____
Gregory S. Welmaker

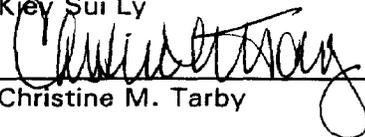
Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Christopher Semko

Date _____ Signature of Assignor _____
Robert Warren Sullivan

Date _____ Signature of Assignor _____
Christopher Joseph Soares

Date _____ Signature of Assignor _____
Kiev Sui Ly

Date July 10, 2000 Signature of Assignor _____

Christine M. Tarby

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

COPY

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRADI, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, DIMITRIOS SARANTAKIS, GREGORY S. WELMAKER, ANTHONY KREFT, CHRISTOPHER SEMKO, ROBERT WARREN SULLIVAN, CHRISTOPHER JOSEPH SOARES, KIEV SUI LY, and CHRISTINE M. TARY, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123; 848 STELLA COURT, SUNNYVALE, CA 94087-1355; 571 BUENA VISTA DRIVE, MOSS BEACH, CA 94038; 1015 ASPEN DRIVE, PLAINSBORO, NJ 08536; 22 SENTINEL AVENUE, NEWTOWN, PA 18940; 2 JASON COURT, JACKSON, NJ 08527; 43 BARLEY COURT, LANGHORNE, PA 17047; 2361 CARPENTER COURT, FREMONT, CA 94539; 2060 SAN REMO DRIVE, OCEANSIDE, CA 92056; 2828 CARRIAGEDAL ROW, LA JOLLA CA 92037-0924; 10620 DABNEY DRIVE #172, SAN DIEGO, CA 92126; and 5 SPENCER LANE, HOCKESSIN, DE 19707 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

326 PURSUITING ST.
HAWAIIAN BAY, CA 94024

WHEREAS, the Assignors have invented certain new and useful improvements in COMPOUNDS WHICH INHIBIT LEUKOCYTE ADHESION MEDIATED BY VLA-4 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
 - (a) having in oath or declaration executed on even date herewith prior to filing of application;
 - (b) bearing Application No. 09/489,378, and filed on JANUARY 21, 2000; or
 - (c) to be filed; and

COPY

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, CA 94080 and AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDI FARMS, MADISON, NJ 07940, (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;

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, 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 27 April 2000 Signature of Assignor Andrei W. Konradi
Andrei W. Konradi

Date 1 May 2000 Signature of Assignor Michael A. Pleiss
Michael A. Pleiss

Date 2 May 2000 Signature of Assignor Eugene D. Thorsett
Eugene D. Thorsett

Date _____ Signature of Assignor _____
Susan Ashwell

Date _____ Signature of Assignor _____
Dimitrios Sarantakis

Date _____ Signature of Assignor _____
Gregory S. Welmaker

Date _____ Signature of Assignor _____
Anthony Kreft

Date 27 April 2000 Signature of Assignor Christopher Semko
Christopher Semko

Date _____ Signature of Assignor _____
Robert Warren Sullivan

Date _____ Signature of Assignor _____
Christopher Joseph Soares

Date _____ Signature of Assignor _____
Kiev Sui Ly

Date _____ Signature of Assignor _____
Christine M. Tarby

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

COPY

002010-525

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- (1) which is a provisional application
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- (b) bearing Application No. , and filed on ; or
- (2) which is a non provisional application
- (a) having an oath or declaration executed on even date herewith prior to filing of application;
- (b) bearing Application No. 09/489,378, and filed on JANUARY 21, 2000; or
- (c) to be filed; and

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Date _____ Signature of Assignor _____
Andrei W. Konradi

Date _____ Signature of Assignor _____
Michael A. Pleiss

Date _____ Signature of Assignor _____
Eugene D. Thorsett

Date 20 April 2000 Signature of Assignor Susan Ashwell
Susan Ashwell

Date 20 April 2000 Signature of Assignor Dimitrios Sarantakis
Dimitrios Sarantakis

Date 20 April 2000 Signature of Assignor Gregory S. Welmaker
Gregory S. Welmaker

Date 20 April 2000 Signature of Assignor Anthony Krefl
Anthony Krefl

Date _____ Signature of Assignor _____
Christopher Semko

Date _____ Signature of Assignor _____
Robert Warren Sullivan

Date _____ Signature of Assignor _____
Christopher Joseph Soares

Date _____ Signature of Assignor _____
Kiev Sui Ly

Date _____ Signature of Assignor _____
Christine M. Tarby

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

COPY

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRADI, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, DIMITRIOS SARANTAKIS, GREGORY S. WELMAKER, ANTHONY KREFT, CHRISTOPHER SEMKO, ROBERT WARREN SULLIVAN, CHRISTOPHER JOSEPH SOARES, KIEV SUI LY, and CHRISTINE M. TARY, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123; 848 STELLA COURT, SUNNYVALE, CA 94087-1355; 571 BUENA VISTA DRIVE, MOSS BEACH, CA 94038; 1015 ASPEN DRIVE, PLAINSBORO, NJ 08536; 22 SENTINEL AVENUE, NEWTOWN, PA 18940; 2 JASON COURT, JACKSON, NJ 08527; 43 BARLEY COURT, LANGHORNE, PA 17047; 2361 CARPENTER COURT, FREMONT, CA 94539; 2060 SAN REMO DRIVE, OCEANSIDE, CA 92056; 2828 CARRIAGEDAL ROW, LA JOLLA CA 92037-0924; 10620 DABNEY DRIVE #172, SAN DIEGO, CA 92126; and 5 SPENCER LANE, HOCKESSIN, DE 19707 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

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COPY

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, CA 94080 and AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDI FARMS, MADISON, NJ 07940 (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;

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 Assignor _____
Andrei W. Konradi

Date _____ Signature of Assignor _____
Michael A. Pleiss

Date _____ Signature of Assignor _____
Eugene D. Thorsett

Date _____ Signature of Assignor _____
Susan Ashwell

Date _____ Signature of Assignor _____
Dimitrios Sarantakis

Date _____ Signature of Assignor _____
Gregory S. Welmaker

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Christopher Semko

Date 7/10/00 Signature of Assignor Robert Warren Sullivan
Robert Warren Sullivan

Date _____ Signature of Assignor _____
Christopher Joseph Soares

Date _____ Signature of Assignor _____
Kiev Sui Ly

Date _____ Signature of Assignor _____
Christine M. Tarby

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Anthony Kreft

COPY

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRADI, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, DIMITRIOS SARANTAKIS, GREGORY S. WELMAKER, ANTHONY KREFT, CHRISTOPHER SEMKO, ROBERT WARREN SULLIVAN, CHRISTOPHER JOSEPH SOARES, KIEV SUI LY, and CHRISTINE M. TARY, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123; 848 STELLA COURT, SUNNYVALE, CA 94087-1355; 571 BUENA VISTA DRIVE, MOSS BEACH, CA 94038; 1015 ASPEN DRIVE, PLAINSBORO, NJ 08536; 22 SENTINEL AVENUE, NEWTOWN, PA 18940; 2 JASON COURT, JACKSON, NJ 08527; 43 BARLEY COURT, LANGHORNE, PA 17047; 2361 CARPENTER COURT, FREMONT, CA 94539; 2060 SAN REMO DRIVE, OCEANSIDE, CA 92056; 2828 CARRIAGEDAL ROW, LA JOLLA CA 92037-0924; 10620 DABNEY DRIVE #172, SAN DIEGO, CA 92126; and 5 SPENCER LANE, HOCKESSIN, DE 19707 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in COMPOUNDS WHICH INHIBIT LEUKOCYTE ADHESION MEDIATED BY VLA-4 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
- (a) having an oath or declaration executed on even date herewith prior to filing of application;
 - (b) bearing Application No. 09/489,378, and filed on JANUARY 21, 2000; or
 - (c) to be filed; and

COPY

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, CA 94030 and AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDI FARMS, MADISON, NJ 07940, (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;

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;

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Dimitrios Sarantakis

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Gregory S. Welmaker

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
Christopher Semko

Date _____ Signature of Assignor _____
Robert Warren Sullivan

Date 6/28/2000 Signature of Assignor *Christopher Joseph Soares*
Christopher Joseph Soares

Date _____ Signature of Assignor _____
Kiev Sui Ly

Date _____ Signature of Assignor _____
Christine M. Tarby

Date _____ Signature of Assignor _____
Anthony Kreft

Date _____ Signature of Assignor _____
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Date _____ Signature of Assignor _____
Anthony Kreft

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ASSIGNMENT

(JOINT)

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- (a) to be filed herewith; or
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- (a) having an oath or declaration executed on even date herewith prior to filing of application;
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Robert Warren Sullivan

Date _____ Signature of Assignor _____

Christopher Joseph Soares

Date 7-18-00 Signature of Assignor _____

Kiev Sui Ly

Date _____ Signature of Assignor _____

Christine M. Tarby

Date _____ Signature of Assignor _____

Anthony Kreft

Date _____ Signature of Assignor _____

Anthony Kreft

Date _____ Signature of Assignor _____

Anthony Kreft

COPY



GP 103
F

Patent
Attorney's Docket No. 002010-525

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of)	BOX ASSIGNMENT
)	
Andrei W. Konradi, et al.)	Group Art Unit: 1624
)	
Application No.: 09/489,378)	Examiner: S. Patel
)	
Filed: January 21, 2000)	
)	
For: COMPOUNDS WHICH INHIBIT)	
LEUKOCYTE ADHESION)	
MEDIATED BY VLA-4)	
)	

**REQUEST FOR CORRECTION OF ERROR IN RECORDED COVERSHEET
PURSUANT TO 37 C.F.R. § 3.34**

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

Sir:

Applicants have noted an error in the Recordation Form Cover Sheet and relating Notice of Recordation of Assignment Document recorded on August 1, 2000 at REEL /FRAME: 011026/0383.

The error in the originally recorded cover sheet is apparent when that cover sheet is compared to the recorded documents because the recorded documents were Assignments to joint Assignees. The recorded cover sheet omitted one of the joint Assignees from that cover sheet. As clearly indicated on the Assignment documents which were recorded, the Assignees are:

ELAN PHARMACEUTICALS
800 GATEWAY BOULEVARD
SOUTH SAN FRANCISCO, CA 94080

AND

(10/00)

PATENT
REEL: 011352 FRAME: 0638

AMERICAN HOME PRODUCTS CORPORATION
5 GIRALDI FARMS
MADISON, NJ 07940

A corrected Recordation Cover Sheet which shows the joint Assignees accompanies copies of the originally recorded documents and are attached hereto.

The recording fee is shown in the corrected cover sheet filed herewith. Payment of this recording fee is in the manner set forth in the corrected cover sheet.

It is respectfully requested that the above correction be made and that a corrected Notice of Recordation of Assignment Document be issued.

Respectfully submitted,

BURNS, DOANE, SWECKER & MATHIS, L.L.P.

By: Rekha Bansal
Rekha Bansal
Registration No. 36,440

P.O. Box 1404
Alexandria, Virginia 22313-1404
(650)622-2300

Date: December 11, 2000

(10/00)