

01-03-2001

FORM PTO-1595 U.S. DEPT. OF COMMERCE
1-31-92 RECORDATION FOR
PATENTS



101570091

Office

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

1. Name of conveying party(ies):

Matthew S. Miller
Thomas E. Scammell

12-4-00

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): November 17, 2000; November 16, 2000

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

Name: Cephalon, Inc.

Street Address: 145 Brandywine Parkway

City: West Chester

State: Pennsylvania ZIP 19380-4245

Additional name(s) & address 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)

09/638,353 filed August 15, 2000

B. Patent No.(s)

Additional numbers attached? YES NO

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

Name:
Internal Address: CEPHALON, INC.
145 Brandywine Parkway
West Chester, Pennsylvania 19380-4245

Street Address: CEPHALON, INC.
145 Brandywine Parkway
West Chester, Pennsylvania 19380-4245

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 Number 03-1195

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 03-1195

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.

Eric K. Voelk, Reg. No. 45,185

Name of Person Signing/Reg. No.

Signature

November 27, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

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

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

01/02/2001 MTHAI 0000076 031195 09638353

01 FC:581 40.00 CH

CP207

Patent Application:
Serial No. Known

ASSIGNMENT

WHEREAS, we, **Matthew S. Miller and Thomas E. Scammell**, hereinafter referred to as the assignors, residing respectively at **2120 Dawn Lane, Newtown, Pennsylvania 18940; 45 Elmwood Road, Wellesley, Massachusetts 02481** are the joint inventors and/or contributors of certain inventions or improvements for which we have filed a provisional application in the United States Patent and Trademark Office, identified as Serial No. **09/638,353** filed **August 15, 2000**, entitled **Compositions Including Modafinil For Treatment of Attention Deficit Hyperactivity Disorder and Multiple Sclerosis Fatigue**; and

WHEREAS, **Cephalon, Inc.** hereinafter referred to as the assignee, of **145 Brandywine Parkway, West Chester, Pennsylvania 19380**, a corporation of **Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said provisional application, and to any patent application(s) corresponding thereto, 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, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said provisional application and any and all corresponding patent application(s) and continuations, divisions and renewals of and substitutes for said corresponding patent application(s), 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 reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names corresponding patent 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 us had this assignment, sale and transfer not been made.

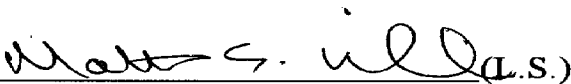
AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional application and said corresponding patent application(s) and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said provisional application, said corresponding patent application(s) and

Joint Inventors/Contributors

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 we 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 on any applications as aforesaid, to issue to said assignee, as assignee of the 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 any corresponding patent application(s) aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

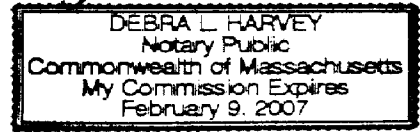

Matthew S. Miller


Thomas E. Scammell (L.S.)

Commonwealth of Massachusetts
COUNTY OF Suffolk: SS

On this 16th day of November, 2000, before me personally came the above named Thomas Scammell 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.

Debra L. Harvey
Notary Public



Commonwealth of Pennsylvania:
COUNTY OF CHESTER: SS

On this 17th day of NOVEMBER, 2000, before me personally came the above named MATTHEW S. MILLER 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.

Geraldine F. Cooney
Notary Public

