

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

04-02-2001



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

|  |  |   |  |
|--|--|---|--|
| <b>1. Name of conveying party(ies):</b><br>Guenter HOELZEMANN<br>Simon GOODMAN<br>Horst KESSLER<br>Christoph GIBSON<br>Joerg Simon SCHMITT<br><br>No additional names attached <input checked="" type="checkbox"/>                                       |  | <b>2. Name and address of receiving party(ies):</b><br>Merck Patent Gesellschaft mit<br>beschraenkter Haftung<br>Frankfurter Strasse 250<br>D-64293 DARMSTADT, GERMANY<br><br>No additional names(s) or address(es) attached <input checked="" type="checkbox"/>  |  |
| <b>3. Nature of Conveyance:</b><br><input checked="" type="checkbox"/> assignment <input type="checkbox"/> merger<br><input type="checkbox"/> security agreement <input type="checkbox"/> change of name<br><input type="checkbox"/> other               |  |   |  |
| <b>EXECUTION DATE:</b> December 15, 2000   |  |   |  |
| <b>4. Application number(s) or patent number(s):</b><br>THIS DOCUMENT IS NOT BEING FILED WITH A NEW APPLICATION.   |  |   |  |
| <b>A. Patent Application Number(s)</b><br>09/743,605   |  | <b>B. Patent Number(s)</b>  |  |
| <b>5. Name and address of party to whom correspondence concerning document should be mailed:</b><br><br>Name: MILLEN, WHITE, ZELANO<br>& BRANIGAN, P.C.<br>Address: Arlington Court Plaza I<br>Suite 1400<br>2200 Clarendon BLVD.<br>Arlington, VA 22201 |  | <b>6. Total number of applications and patents involved:</b> 1<br><b>7. Total fee (37CFR 3.41)</b> \$40.00<br><input checked="" type="checkbox"/> Check enclosed<br><input checked="" type="checkbox"/> Charge any deficiencies in the payment of fees associated with this communication or credit any overpayment to<br><b>8. DEPOSIT ACCOUNT NO.</b> 13-3402 |  |
| <b>DO NOT USE THIS SPACE</b>   |  |   |  |

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.

Tracy A. Luke  
Legal Assistant for Applicant(s)

*Tracy A. Luke*  
Signature

March 28, 2001  
Date

- ♦ Total number of pages including cover sheet, attachments and documents: 2
- ♦ Attorney Docket # MERCK-2203

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PATENT  
REEL: 011629 FRAME: 0080

# ASSIGNMENT

ATTY. DOCKET NO.:  
MERCK 2203

WHEREAS the below named inventor (if only one inventor is named below) or inventors (if plural inventors are named below) hereinafter referred to as the ASSIGNOR invented a certain improvement relating to

**Diacylhydrazinderivate**

- ☐ for which an application for Letters Patent to be filed in the United States Patent and Trademark Office was executed on even date.
- ☒ for which U.S. Application Serial No. 09/743,605 for Letters Patent was filed in the U.S. Patent and Trademark Office on January 12, 2001
- ☒ for which an International Application was filed on 06.08.1999 as PCT/EP/99-04673 designating the United States.

AND WHEREAS

Merck Patent Gesellschaft  
mit beschränkter Haftung  
Frankfurter Strasse 250  
D-64293 DARMSTADT, GERMANY

hereinafter referred to as the ASSIGNEE, is desirous of acquiring the entire right, title, and interest in and to said invention and application, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues, reexaminations and extensions thereof.

NOW, WITNESSETH that for good and valuable consideration, the receipt whereof is hereby acknowledged, ASSIGNOR hereby assigns, sells, and transfers to ASSIGNEE, its assigns and legal representatives, the entire and exclusive right, title and interest in and to said invention and application, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted therefor, including any and all renewals, reissues, reexaminations and extensions thereof, and in and to any and all priority and/or convention rights or benefits accruing or to accrue with respect to the filing or securing of patents in the United States and/or any countries foreign thereto, SAID ASSIGNEE, its assigns and legal representatives to have, hold, exercise, and enjoy said invention and application, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted therefor, including any and all renewals, reissues, reexaminations and extensions thereof, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, reexaminations and extensions thereof, for the use and benefit of ASSIGNEE and its assigns and legal representatives, in as ample and beneficial a manner to all intents and purposes as the ASSIGNOR might or could have held and enjoyed the same, if the assignment had not been made.

AND ASSIGNOR hereby agrees to execute all papers that may be necessary to file applications in the United States and foreign countries for said invention and to assign the same to said ASSIGNEE, its assigns and legal representatives and to execute any other papers that may be needed in connection with filing said applications and securing Letters Patents thereon.

AND ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to issue a Letters Patent on said application, and on any and all divisions and continuations thereof, to ASSIGNEE, its assigns and legal representatives, in accordance herewith.

The undersigned hereby grant(s) the law firm of Millen, White, Zelano & Branigan, P.C. the power to insert on this assignment any further identification which 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 TESTIMONY WHEREOF this assignment is executed by ASSIGNOR.

|     |   |   |                    |
|-----|---|---|--------------------|
| 201 | FULL NAME OF SOLE OR FIRST NAMED INVENTOR<br><b>HÖLZEMANN, Günter</b> | INVENTOR'S SIGNATURE<br><i>Günter Holzemann</i> | DATE<br>15.12.2000 |
| 202 | FULL NAME OF SECOND JOINT INVENTOR<br><b>GOODMAN, Simon</b>           | INVENTOR'S SIGNATURE<br><i>Simon Goodman</i>    | DATE<br>15.12.2000 |
| 203 | FULL NAME OF THIRD JOINT INVENTOR<br><b>KESSLER, Horst</b>            | INVENTOR'S SIGNATURE<br><i>Horst Kessler</i>    | DATE<br>15.12.2000 |
| 204 | FULL NAME OF FOURTH JOINT INVENTOR<br><b>GIBSON, Christoph</b>        | INVENTOR'S SIGNATURE<br><i>Christoph Gibson</i> | DATE<br>15.12.2000 |
| 205 | FULL NAME OF FIFTH JOINT INVENTOR<br><b>SCHMITT, Jörg Simon</b>       | INVENTOR'S SIGNATURE<br><i>Jörg Schmitt</i>     | DATE<br>15.12.2000 |
| 206 | FULL NAME OF SIXTH JOINT INVENTOR                                     | INVENTOR'S SIGNATURE                            | DATE               |
| 207 | FULL NAME OF SEVENTH JOINT INVENTOR                                   | INVENTOR'S SIGNATURE                            | DATE               |
| 208 | FULL NAME OF EIGHTH JOINT INVENTOR                                    | INVENTOR'S SIGNATURE                            | DATE               |
| 209 | FULL NAME OF NINTH JOINT INVENTOR                                     | INVENTOR'S SIGNATURE                            | DATE               |
| 210 | FULL NAME OF TENTH JOINT INVENTOR                                     | INVENTOR'S SIGNATURE                            | DATE               |
| 211 | FULL NAME OF ELEVENTH JOINT INVENTOR                                  | INVENTOR'S SIGNATURE                            | DATE               |
| 212 | FULL NAME OF TWELFTH JOINT INVENTOR                                   | INVENTOR'S SIGNATURE                            | DATE               |