

04-25-2001



RECORDATION FORM COVER SHEET *Patents Only*

101686177

and Trademarks:

Attorney Dkt. No.: 34848/149867

Original documents or copy thereof.

1. Name of conveying party(ies):

Shearwater Polymers, Inc.

MRD
4.16.01

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

Debio Recherche Pharmaceutique S.A.
146 route du Levant
1920 Martigny
Switzerland

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

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other _____

Execution Date: 11/14/2000Additional name(s) & address(es) attached? Yes ☐ No ☒4. Application Nos. 08/928,049 08/964,972 09/226,341

Patent No. ____

If this document is being filed together with a new application, the execution date of the application is: ____

Additional numbers attached? Yes ☐ No ☒

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

CUSTOMER NO. 000826
ALSTON & BIRD LLP
 Bank of America Plaza
 101 South Tryon Street, Suite 4000
 Charlotte, NC 28280-4000

6. Total number of applications and patents involved:

37. Total fee (37 CFR 3.41) 120.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 16-0605

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.*

Name of Person Signing: Paul F. Pedigo

Reg. No. 31,650

April 12, 2001

Date

Total number of pages including cover sheet, attachments, and document: 4

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PATENT
REEL: 011702 FRAME: 0600

ASSIGNMENT

THIS ASSIGNMENT, made by **SHEARWATER POLYMERS, INC.**, a corporation of the state of Alabama, having its principal place of business at 1112 Church Street, Huntsville, Alabama, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignor has previously acquired all right, title, and interest in and to the United States Patent Application Number 08/928,049, filed September 12, 1997, United States Patent Application Number 08/964,972, filed November 5, 1997, and in United States Patent Application Number 09/226,341, filed January 6, 1999, and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **DEBIO RECHERCHE PHARMACEUTIQUE S.A.**, a Swiss company, having its principal place of business at 146 route du Levant, 1920 Martigny, Switzerland, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment, except to the extent these rights may be modified by a separate writing between the Assignee and Assignor, which writing shall control; all to be held and enjoyed by said Assignee, its successors

and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 14th day of November, 2000.

SHEARWATER POLYMERS, INC.

By: J. Milton Harris (SEAL)
J. Milton Harris

Its: President

STATE OF Alabama)

COUNTY OF Madison)

This 14th day of November, 2000, personally came before me, Regina Holloman, a Notary Public for said County and State, J. Milton Harris, who, being by me duly sworn, says that he is president of **SHEARWATER POLYMERS, INC.**, a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said J. Milton Harris acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 14th day of November, 2000.

(Official Seal)

Regina Holloman
Notary Public

My commission expires: 10-14-2001