

10-26-2001

FORM PTO-1595



/ER SHEET

U.S. DEPARTMENT OF COMMERCE

101886960

Patent and Trademark Office

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

1. Name of conveying party(ies):
Instill & Co., Inc.

10/17/01

Name and address of receiving party(ies):

Name: Py Patent, Inc.

Internal Address:

Street Address: 419 West Avenue
Stamford, Connecticut 06902

Country: USA

Additional name(s) & address(es) attached?

[] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other:

Execution Date: July 17, 2001

4. Application number(s) or registration number(s):

A. Patent Application No.(s)

B. Patent No.(s)

5,944,702

5,641,004

5,746,728

Additional numbers attached? [] Yes [X] No

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

Name: George N. Chaclas

Internal Address: Cummings & Lockwood

Street Address: Granite Square, 700 State Street

P.O. Box 1960

City: New Haven State: CT Zip: 06509-1960

6. Total number of applications and registrations involved: [3]

7. Total fee (37 CFR 3.41): \$120.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: 50-1631

(Attach duplicate copy of this page if paying by deposit account)

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: George N. Chaclas, Reg. No. 46,608

10/26/2001 6TON11 00000004 5944702

01 FC:581

120.00 DP

Signature: George Chaclas Date: October 17, 2001

Total number of pages including cover sheet, attachments, and document: [9]

.HrtLib1:377596.1 10/17/01

Refund Ref:

10/26/2001 6TON11 0000111456

CHECK Refund Total: \$40.00

PATENT
REEL: 012273 FRAME: 0631

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is effective as of the execution of the License Agreement between Py Patent, Inc. and Instill & Co., Inc.

WHEREAS, Instill & Co., Inc., a corporation of the State of Delaware ("Assignor"), is the current owner of the inventions which are the subject of the patents and patent applications listed on Schedule A and incorporated herein together with the associated know-how, subject to the license agreements listed on Schedule B (hereinafter collectively referred to as the "License Agreements").

WHEREAS, Py Patent, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 419 West Avenue, Stamford, Connecticut 06902 ("Assignee"), desires to acquire the inventions, patents and applications listed on Schedule A together with the associated know-how, and subject to the License Agreements listed on Schedule B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives, subject to the License Agreements listed on Schedule B, Assignor's entire right, title and interest in the United States and the World in and to said inventions, patents and applications listed on Schedule A together with the associated know-how, including the full and exclusive rights to those inventions, applications and patents, and to any and all inventions described in those applications and patents for the United States, its territorial possessions and all foreign countries as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and the entire right, title and interest in and to any and all Letters Patents which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations, divisions, substitutes, reissues, and extensions thereof, and all other applications for Letters Patents relating thereto which have been or shall be filed in the United States, its territorial possessions and any foreign countries, and all rights, including all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringement or misappropriation of the inventions, patents, applications and associated know-how, with the right to sue for, and collect the same, for Assignee's own use and benefit, and for the use and benefit of Assignee's successors, assigns and other legal representatives;

AND FURTHER, Assignor hereby authorizes Assignee to apply for and receive Letters Patents for such protection in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this Assignment, at the expense of said Assignee, Assignor will execute

SCHEDULE A

ASSIGNOR: INSTILL & CO., INC.
ASSIGNEE: PY PATENT, INC.

Matter No. Client Ref.	Title	Country Code Country	Appln. No./ Filed Date	Patent No./ Granted Date
141	Method for Inserting a Predetermined Volume of Medicament into an Eye	U.S. United States	927,873 09/11/97	5,944,702 08/31/99

SCHEDULE A

ASSIGNOR: INSTILL & CO., INC.
ASSIGNEE: PY PATENT, INC.

Matter No. Client Ref.	Title	Country Code Country	Appln. No./ Filed Date	Patent No./ Granted Date
81	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	U.S. United States	424,932 04/19/95	5,641,004 06/24/97
108	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	BR Brazil	P19501779.8 04/25/95	PI 9501779-8 10/19/99
109	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	CA Canada	2147414 04/20/95	
112	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	EP European	95400817.3 04/11/95	EP 0679574
106	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	FR France	9405011 04/26/94	FR 2719018 07/12/96

SCHEDULE A

ASSIGNOR: INSTILL & CO., INC.
ASSIGNEE: PY PATENT, INC.

Matter No. Client Ref.	Title	Country Code Country	Appln. No./ Filed Date	Patent No./ Granted Date
110	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	JP Japan	102422/95 04/26/95	
111	Process for Filing a Sealed Receptacle Under Aseptic Conditions (Convention Appln.)	KS So. Korea	9922/1995 04/26/95	
97	Fluid Pump Without Dead Volume (Convention Appln.)	U.S. United States	534,609 09/27/95	5,746,728 05/05/98
114	Fluid Pump Without Dead Volume (Convention Appln.)	AR Argentina	333686 09/28/95	AR253260VI 04/30/99
115	Fluid Pump Without Dead Volume (Convention Appln.)	AU Australia	32985/95 09/29/95	701047 05/06/99

SCHEDULE A

ASSIGNOR: INSTILL & CO., INC.
ASSIGNEE: PY PATENT, INC.

Matter No. Client Ref.	Title	Country Code	Country	Appln. No./ Filed Date	Patent No./ Granted Date
116	Fluid Pump Without Dead Volume (Convention Appln.)	BR	Brazil	PI9504259.8 10/02/95	PI9504259-8 04/14/00
117	Fluid Pump Without Dead Volume (Convention Appln.)	CA	Canada	2159682 10/02/95	
123	Fluid Pump Without Dead Volume (Convention Appln.)	EP	European	95402194.5 09/29/95	EP0705645
113	Fluid Pump Without Dead Volume (Original Use Appln.)	FR	France	9411785 10/03/94	FR 2725247 12/20/96
119	Fluid Pump Without Dead Volume (Convention Appln.)	IN	India	1238/MAS/95 09/25/95	

SCHEDULE A

ASSIGNOR: INSTILL & CO., INC.
ASSIGNEE: PY PATENT, INC.

Matter No. Client Ref.	Title	Country Code Country	Appln. No./ Filed Date	Patent No./ Granted Date
120	Fluid Pump Without Dead Volume (Convention Appln.)	JP Japan	256354/95 10/03/95	
121	Fluid Pump Without Dead Volume (Convention Appln.)	MX Mexico	954173 10/02/95	

SCHEDULE B

1. Feasibility and Option Agreement, dated November 6, 1998, between Instill & Co., Inc. and Glaxo Group Limited.
2. Auto-Instill Exclusive License Agreement, date July 7, 1994, between Ocular Pharmaceutical Therapeutic Instiller Corporation, Inc. ("O.P.T.I.C., Inc."), Daniel Py, M.D., Allergan, Inc., Allergan America, and Allergan Pharmaceuticals (Ireland) Ltd., Inc.
3. Understanding Concerning the Auto-Instill Exclusive License Agreement, dated July 7, 1994, between O.P.T.I.C., Inc., Daniel Py, M.D., Allergan, Inc., Allergan America, and Allergan Pharmaceuticals (Ireland) Ltd., Inc.
4. Exclusive License Agreement (Self-Instill), dated July 7, 1994, between Daniel Py, M.D., Self-Instill, Inc., Allergan, Inc., Allergan America, and Allergan Pharmaceuticals (Ireland) Ltd., Inc.
5. Understanding Concerning the Exclusive License Agreement (Self-Instill), dated July 7, 1994, between Daniel Py, M.D., Self-Instill, Inc., Allergan, Inc., Allergan America, and Allergan Pharmaceuticals (Ireland) Ltd., Inc.