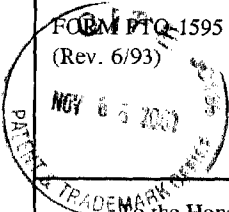


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FORM PTO-1595 (Rev. 6/93)

11-14-2001

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



M.R.D. 11.8.01

RECC



101895201

Attorney's Docket No. 002010-676

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, Gregory S. Welmaker, Anthony Kreft, Dimitrios Sarantakis, Darren B. Dressen, Francine S. Grant, Christopher Semko, Ying-Zi Xu and Frank Stappenbeck

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

3. Nature of conveyance:

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

Other: _____

Execution Date: 10/05/01, 10/09/01, 10/05/01, 10/05/01, 10/05/01, 10/05/01, 10/05/01, 10/05/01, 10/05/01, 10/05/01, 10/05/01 & 10/05/01, respectively

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? [X] 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)

09/910,466

B. Patent No.(s)

Additional numbers attached? [] Yes [X] 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): \$ 120.00

[X] Enclosed (3 assignment documents)

[X] 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.

Gerald F. Swiss, Esq. (Reg. No. 30,113)
Name of Person Signing

Signature

November 6, 2001
Date

Total number of pages including cover sheet, attachments, and document: 11

11/13/2001 DBYRNE 00000022 09910466

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120.00

Documents to be recorded with required cover sheet information to:

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

Box 2. (cont.)

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

Name: American Home Products Corporation

Address: 5 Giralda Farms,
Madison, New Jersey 07940

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRAD, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, GREGORY S. WELMAKER, ANTHONY KREFT, DIMITRIOS SARANTAKIS, DARREN B. DRESSEN, FRANCINE S. GRANT, CHRISTOPHER SEMKO, YING-ZI XU, and FRANK STAPPENBECK, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123, 848 STELLA COURT, SUNNYVALE, CA 94087-1355, 326 PURISSIMA STREET, HALF MOON BAY, CA 94019, 1015 ASPEN DRIVE, PLAINSBORO, NJ 08526, 2 JASON COURT, JACKSON, NJ 08527, 79343 BARLEY COURT, LANGHORNE, PA 17047, 262 SENTINEL AVENUE, NEWTON, PA 18940, 3815 SUSAN DRIVE, #K3, SAN FRANCISCO, CA 94066, 1820 CHESTNUT STREET, SAN CARLOS, CA 94070, 2361 CARPENTER COURT, FREMONT, CA 94539, 793 CEREZA DRIVE, PALO ALTO, CA 94306 and 4350 KIRKHAM STREET, SAN FRANCISCO, CA 94122 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in 3-(HETEROARYL) ALAINE DERIVATIVES-INHIBITORS OF 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. 09/910,466, and filed on JULY 19, 2001; or
- (c) to be filed; and

WHEREAS, ELAN PHARMACEUTICALS, INC. AND AMERICAN HOME PRODUCTS CORPORATION, corporations duly organized under and pursuant to the laws of DELAWARE and having their principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA 94080 AND 5 GIRALDA FARMS, MADISON, NEW JERSEY 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, that for good and valuable consideration, 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;

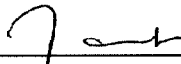
AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in 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.

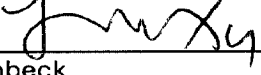
AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>Oct. 5, 2001</u>	Signature of Assignor	<u>Andrei W. Konradi</u> Andrei W. Konradi
Date <u>Oct 9, 2001</u>	Signature of Assignor	<u>Michael A. Pleiss</u> Michael A. Pleiss
Date <u>Oct. 5, 2001</u>	Signature of Assignor	<u>Eugene D. Thorsett</u> Eugene D. Thorsett
Date _____	Signature of Assignor	_____ Susan Ashwell
Date _____	Signature of Assignor	_____ Gregory S. Welmaker
Date _____	Signature of Assignor	_____ Anthony Kreft
Date _____	Signature of Assignor	_____ Dimitrios Sarantakis
Date <u>Oct. 5, 2001</u>	Signature of Assignor	<u>Darren B. Dressen</u> Darren B. Dressen

Date Oct 5, 2007 Signature of Assignor 
Francine S. Grant

Date 5 Oct 2007 Signature of Assignor 
Christopher Semko

Date _____ Signature of Assignor _____
Ying-Zi Xu

Date Oct 5, 2007 Signature of Assignor 
Frank Stappenbeck

Date Oct 5, 2007 Signature of Assignor Frank Stappenbeck 9/10/07

Date _____ Signature of Assignor _____

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRADI, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, GREGORY S. WELMAKER, ANTHONY KREFT, DIMITRIOS SARANTAKIS, DARREN B. DRESSEN, FRANCINE S. GRANT, CHRISTOPHER SEMKO, YING-ZI XU, and FRANK STAPPENBECK, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123, 848 STELLA COURT, SUNNYVALE, CA 94087-1355, 326 PURISSIMA STREET, HALF MOON BAY, CA 94019, 1015 ASPEN DRIVE, PLAINSBORO, NJ 08526, 2 JASON COURT, JACKSON, NJ 08527, 79343 BARLEY COURT, LANGHORNE, PA 17047, 262 SENTINEL AVENUE, NEWTON, PA 18940, 3815 SUSAN DRIVE, #K3, SAN FRANCISCO, CA 94066, 1820 CHESTNUT STREET, SAN CARLOS, CA 94070, 2361 CARPENTER COURT, FREMONT, CA 94539, 793 CEREZA DRIVE, PALO ALTO, CA 94306 and 4350 KIRKHAM STREET, SAN FRANCISCO, CA 94122 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in 3-(HETEROARYL) ALAINE DERIVATIVES-INHIBITORS OF 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. 09/910,466, and filed on JULY 19, 2001; or
- (c) to be filed; and

WHEREAS, ELAN PHARMACEUTICALS, INC. AND AMERICAN HOME PRODUCTS CORPORATION, corporations duly organized under and pursuant to the laws of DELAWARE and having their principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA 94080 AND 5 GIRALDA FARMS, MADISON, NEW JERSEY 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, that for good and valuable consideration, 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.

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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 <u>5 Oct. 2001</u>	Signature of Assignor _____	<u>Susan Ashwell</u> Susan Ashwell
Date _____	Signature of Assignor _____	Gregory S. Welmaker
Date _____	Signature of Assignor _____	Anthony Kreft
Date _____	Signature of Assignor _____	Dimitrios Sarantakis
Date _____	Signature of Assignor _____	Darren B. Dressen

Date _____ Signature of Assignor _____
Francine S. Grant

Date _____ Signature of Assignor _____
Christopher Semko

Date _____ Signature of Assignor _____
Ying-Zi Xu

Date _____ Signature of Assignor _____
Frank Stappenbeck

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

ASSIGNMENT

(JOINT)

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- (a) having an oath or declaration executed on even date herewith prior to filing of application;
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WHEREAS, ELAN PHARMACEUTICALS, INC. AND AMERICAN HOME PRODUCTS CORPORATION, corporations duly organized under and pursuant to the laws of DELAWARE and having their principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA 94080 AND 5 GIRALDA FARMS, MADISON, NEW JERSEY 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.

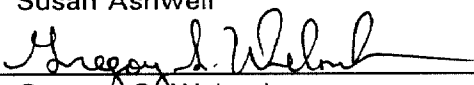
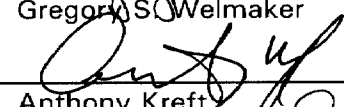
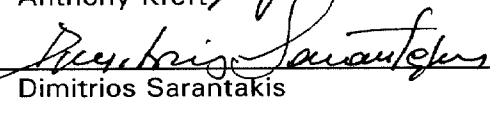
NOW, THEREFORE, that for good and valuable consideration, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to 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;

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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 _____	Signature of Assignor _____	Susan Ashwell
Date <u>10-5-01</u>	Signature of Assignor 	Gregory S. Welmaker
Date <u>10/5/01</u>	Signature of Assignor 	Anthony Kreft
Date <u>10/5/01</u>	Signature of Assignor 	Dimitrios Sarantakis
Date _____	Signature of Assignor _____	Darren B. Dressen

Date _____ Signature of Assignor _____
Francine S. Grant

Date _____ Signature of Assignor _____
Christopher Semko

Date _____ Signature of Assignor _____
Ying-Zi Xu

Date _____ Signature of Assignor _____
Frank Stappenbeck

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____