

12-03-2001

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Patent and Trademark Office



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11/14/01

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

1. Name of conveying party(ies):

Mark G. Currie
Thomas P. Jerussi
Paul D. Rubin

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

Name: SEPRACOR INC.

Internal Address:

Street Address: 111 Locke Drive

City: Marlborough State: MA ZIP: 01752

Additional name(s) & address(es) attached? Yes No



Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: November 7, 2001

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: November 7, 2001

A. Patent Application No.(s)

B. Patent No.(s)

09/993130

Additional numbers attached? Yes No

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

Name: Philip E. Hansen

Internal Address: Heslin Rothenberg Farley & Mesiti P.C.

11/30/2001 TBIAZ1 00000030 09993130

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Street Address: 5 Columbia Circle

City: Albany State: NY ZIP: 12203

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

08-1935

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

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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.

Philip E. Hansen

November 14, 2001

Name of Person Signing

Signature

4

Date

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

ASSIGNMENT

WHEREAS, We, **MARK G. CURRIE**, residing at 18 Hall Avenue, Sterling, Massachusetts 01564; **THOMAS P. JERUSSI**, residing at 19 Garvey Road, Framingham, Massachusetts 01701; and **PAUL D. RUBIN**, residing at 37 Greystone Lane, Sudbury, MA 01776, citizens of the United States of America, respectively, have invented certain new and useful improvements in (S)-HYDROXYNEFAZODONE ANTIPSYCHOTIC THERAPY, for which We have executed an application for Letters Patent of the United States, of even date herewith; and

WHEREAS, Sepracor Inc. having offices at 111 Locke Drive, Marlborough, MA, is desirous of obtaining the entire right, title and interest in, to and under said improvements and said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, We, **MARK G. CURRIE**, **THOMAS P. JERUSSI**, and **PAUL D. RUBIN**, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said, Sepracor Inc., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said improvements, and said applications and all divisions, renewals and continuations thereof, and all Letters Patent which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and We hereby authorize and request the Commissioner of Patents 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 applications as aforesaid, to issue all Letters Patent for said improvements to said Sepracor Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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 HEREBY further covenant and agree that We will communicate to said Sepracor Inc., its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do

