Recovation Form Cover Patents Only

To the Commissioner thereof:

1. Submission Type
   - New
   - Resubmission (Non-Recordation)
     Document ID #
   - Correction of PTO Error
     Reel # Frame #
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2. Conveyance Type:
   - Assignment
   - License
   - Change of Name
   - Security Agreement
   - Merger

3. Conveying party(ies):
   Levin, Jeremy I., February 24, 2000;
   Venkatesan, Aranapakam M., February 24, 2000;
   Cole, Derek C., February 24, 2000;
   Chen, James M., February 3, 2000;
   Davis, Jamie M., February 24, 2000;
   Grosu, George T., February 24, 2000

   Additional name(s) of conveying party(ies) attached:
   - Yes
   - No

   Execution Date:

4. Receiving party(ies):
   American Cyanamid Company
   Five Giralda Farms
   Madison, New Jersey 07940-0874

   Additional name(s) and address(es) attached:
   - Yes
   - No

5. Correspondent address:
   John W. Hogan, Jr.
   American Home Products Corporation
   Patent Law Department
   Five Giralda Farms
   Madison, NJ 07940-0874
   Tel. No. (973) 683-2152
6. 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 Number(s): 09/492977
   B. Patent Number(s):
   C. Patent Cooperation Treaty (PCT) Application Number(s) (only if a U.S. Application Number has not been assigned):

   Additional numbers attached:
   □ Yes
   ✗ No

7. Pages: Enter the total number of pages of the attached conveyance document including any attachments: 6

8. Total number of properties involved: 1

9. Total Fee (37 CFR 3.41): $40.00
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   ✗ Authorized to be charged to deposit account.

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    Authorization is given to charge any additional fees to deposit account.
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    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. Charges to deposit account are authorized, as indicated herein.

   October 31, 2001
   John W. Hogan, Jr.
   Attorney for Applicants
   Reg. No. 32,703
ASSIGNMENT

WHEREAS we

(1) Jeremy I. Levin
(2) Aranapakam M. Venkatesan
(3) Derek C. Cole
(4) James M. Chen
(5) Jamie M. Davis
(6) George T. Grosu

residing, respectively, at:

<table>
<thead>
<tr>
<th>TOWN OR CITY</th>
<th>IN THE COUNTY OF</th>
<th>AND IN THE STATE OF</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) New City</td>
<td>Rockland</td>
<td>New York</td>
</tr>
<tr>
<td>(2) Rego Park</td>
<td>Queens</td>
<td>New York</td>
</tr>
<tr>
<td>(3) New City</td>
<td>Rockland</td>
<td>New York</td>
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<tr>
<td>(4) Bedminster</td>
<td>Somerset</td>
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</tr>
<tr>
<td>(5) Nyack</td>
<td>Rockland</td>
<td>New York</td>
</tr>
<tr>
<td>(6) Pearl River</td>
<td>Rockland</td>
<td>New York</td>
</tr>
</tbody>
</table>

have invented certain new and useful Improvements in

ALKYNYL CONTAINING HYDROXAMIC ACID COMPOUNDS AS MATRIX METALLOPROTEINASE AND TACE INHIBITORS

for which we have, respectively, on:
executed an application for Letters Patent of the United States, the date of filing and serial number of said application, when known to be inserted above; and

WHEREAS, AMERICAN CYANAMID COMPANY, a corporation duly organized and existing under the laws of the State of Maine, and having a place of business at Five Giralda Farms, in the County of Morris, and State of New Jersey, hereinafter called ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said invention, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, and in and to any United States or foreign Letters Patent that may be granted therefor, and in and to such other forms of protection of industrial property as may be granted therefor pursuant to the laws of any country:

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00) in hand paid to each of us, and other good and valuable considerations, the receipt of which is hereby acknowledged, we by these presents, have sold, assigned and transferred, and do hereby sell, assign and transfer, to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to the said invention, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, in and to any subsequently filed provisional or nonprovisional patent application of the United States, and in and to any Letters Patent of the United States and foreign countries (including all divisions, reissues, continuations and extensions thereof) that may be granted therefor, and in and to such other forms of protection of industrial property as may be granted therefor pursuant to the laws of any country, and the right to apply for Letters Patent and such other forms of protection of industrial property as may be provided by any country, with full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty or by international convention, together with the right to extend the protection of said United States Letters Patent to territorial possessions now owned or which may hereafter be acquired by the United States of America, for the full term for which said Letters Patent or said other forms of protection may be granted;

And we covenant and agree with ASSIGNEE that we have a full and unencumbered title to the invention hereby assigned, which title we warrant to ASSIGNEE:

And we further agree that we will, at ASSIGNEE's request, without demanding further consideration therefor but entirely at ASSIGNEE's expense, do all lawful and just acts, including the execution and acknowledgement of instruments,
that may be or become necessary for obtaining, sustaining or reissuing United States
and foreign Letters Patent or said other forms of protection covering the invention
hereby assigned, and for maintaining and perfecting ASSIGNEE's right to said
invention, Letters Patent and other forms of protection, particularly in cases of
interference and litigation.

IN WITNESS WHEREOF, we have respectively, hereunto set our hands and
seals:

(1) this 24th day of Feb., 2000
(2) this 24th day of Feb., 2000
(3) this 24th day of Feb., 2000
(4) this 24th day of Feb., 2000
(5) this 24th day of Feb., 2000
(6) this 24th day of Feb., 2000

(1) Jeremy J. Levin  (L.S.)

WITNESS AS TO (1):

(2) Aranapakam M. Venkatesan  (L.S.)

WITNESS AS TO (2):

Page 3 of 4 Pages
(3) Derek C. Cole

WITNESS AS TO (3):

Rosalta Mateo

Jamie Phia

(4) James M. Chen

WITNESS AS TO (4):

[Signature]

(5) Jamie M. Davis

WITNESS AS TO (5):

Rosalta Mateo

Jamie Phia

(6) George T. Grosu

WITNESS AS TO (6):

Rosalta Mateo

Jamie Phia
STATE OF CALIFORNIA
COUNTY OF San Mateo

On this 23rd day of February, 2000, before me personally appeared

(4) James M. Chen

I hereby certify that to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

J. L. Chan
Notary Public
STATE OF NEW YORK

COUNTY OF ROCKLAND

On this 24th day of February, 2000, before me personally appeared

(1) Jeremy I. Levin
(2) Aranapakam M. Venkatesan
(3) Derek C. Cole
(4) Jamie M. Davis
(5) George T. Grosu

to me known and known to me to be the individuals described in and who executed
the foregoing instrument, and they acknowledged to me that they executed the same.

Notary Public

DANIEL B. MORAN
Notary Public, State of New York
No. 01MO4944023
Qualified in Rockland County
Commission Expires Nov. 14, 2001