

FORM PTC-1  
Expires 06/30/99  
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01-17-2002

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



119/02

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**PATENT**

REEL: 012460 FRAME: 0713

**Correspondent Name and Address**

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**Application Number(s) or Patent Number(s)**

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

<input type="text" value="09/954,863"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.  Month  Day  Year

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Fee Amount for Properties Listed (37 CFR 3.41): \$

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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.*

Palaiyur Kalyanaraman

December 4, 2001

Name of Person Signing

Signature

Date

(Joint)

PATENT CASE: AL01020

## ASSIGNMENT

For good and valuable consideration paid to us,

(1) NENG-YANG SHIH (2) ROBERT G. ASLANIAN

(3) JOHN J. PIWINSKI (4) ANDREW T. LUPO, JR.

and (5) ADRIANO AFONSO, respectively residing at

(1) NORTH CALDWELL, NJ (2) ROCKAWAY, NJ

(3) CLINTON TOWNSHIP, NJ (4) EMERSON, NJ.

and (5) WEST CALDWELL, NJ.

by **SCHERING CORPORATION**, a corporation organized under the laws of the State of New Jersey, United States of America, having its principal office at 2000 Galloping Hill Road, Kenilworth, New Jersey 07033, United States of America, (hereinafter called "**ASSIGNEE**"), we each do hereby sell, assign and transfer to said **ASSIGNEE** each of our entire right, title and interest in all countries of the world in and to any and all of our inventions and discoveries described in the patent application entitled \_\_\_\_\_

SUBSTITUTED IMIDAZOLES AS HISTAMINE H1 AND H3 AGONISTS OR ANTAGONISTS

and officially identified\* by the United States Patent and Trademark Office as Application Number 09/954,863 filed on September 18, 2001, and/or by the World Intellectual Property Organization as International Patent Application Number PCT/US01/29037 filed on September 18, 2001, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid inventions and discoveries in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that issue on any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said inventions, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which a Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**,

**PATENT**

REEL: 012460 FRAME: 0715

execute any additional or divisional applications for patents for said inventions and discoveries, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

\*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ L.S.

NENG-YANG SHIH

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ L.S.

ROBERT G. ASLANIAN

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ L.S.

JOHN J. PIWINSKI

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ L.S.

ANDREW T. LUPO, JR.

Executed this 4<sup>th</sup> day of SEPTEMBER, 2001.

Adriano Afonso  
\_\_\_\_\_ L.S.

ADRIANO AFONSO

(Joint)

PATENT CASE: AL01020

## ASSIGNMENT

For good and valuable consideration paid to us,

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(3) JOHN J. PIWINSKI (4) ANDREW T. LUPO, JR.

and (5) ADRIANO AFONSO, respectively residing at

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And we hereby covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**,

PATENT  
REEL: 012460 FRAME: 0717

execute any additional or divisional applications for patents for said inventions and discoveries, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

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JOHN J. PIWINSKI

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Executed this 4<sup>th</sup> day of SEPTEMBER, 2001.

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ADRIANO AFONSO