

03-08-2002

FER

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



102006465

MR-D 2-6-02

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

1. Name of conveying party(ies):

Cephalon, Inc.

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 19, 2001

2. Name and address of receiving party(ies)

Name: CNS Marketing, LLC

Internal Address: _____

Street Address: /o AMACAR Group, L.L.C.

6525 Morrison Blvd., Suite 318

City: Charlotte State: NC Zip: 28211

Additional name(s) & address(es) attached? 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: N/A

A. Patent Application No.(s)

B. Patent No.(s)

5,618,845

Additional numbers attached? Yes No

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

Name: Alvin R. Chin, Esq.

Internal Address: _____

Street Address: Dewey Ballantine LLP

1301 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Alvin R. Chin
Name of Person Signing

Alvin R. Chin
Signature

2/6/02
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/07/2002 LMIJELLER 00000038 5618845

01 FC:581

40.00 OP

PATENT
REEL: 012631 FRAME: 0255

PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT (this "*Agreement*"), dated as of December 19, 2001 among CEPHALON, INC., a Delaware corporation ("*Transferor*"), and CNS MARKETING, LLC, a Delaware limited liability company ("*Transferee*").

W I T N E S S E T H :

WHEREAS, Transferor, either itself or through its direct or indirect subsidiaries and affiliates, is the owner of the entire right, title and interest in and to United States Patent No. 5,618,845 and any and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions (including supplementary protection certificates), additions, registrations and confirmations thereof (as set forth on Schedule I hereto and incorporated by reference herein, the "*Patent*");

WHEREAS, pursuant to the Contribution Agreement between Transferor and Transferee dated as of December 19, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Contribution Agreement*"), Transferor is required to transfer unto Transferee all right, title and interest of Transferor in the Patent as part of Transferor's initial capital contribution in Transferee;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. ASSIGNMENT OF THE PATENT. (a) Transferor does hereby sell, transfer, convey, assign and deliver unto Transferee all right, title and interest of Transferor in and to the Patent in the United States of America, Puerto Rico and the territories and possessions of the United States of America (the "*Territory*"), all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, interests, claims and demands recoverable in law and equity in the Territory that Transferor has or may have in profits and damages for past, present and future infringements of the Patent, including, without limitation, the right to compromise, sue for and collect such profits and damages, the same to be held and enjoyed by Transferee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this Agreement had not been made.

(b) Transferor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions in the Territory to transfer the Patent to Transferee as assignee of Transferor's entire right, titles and interest therein or otherwise as Transferee may direct, in accordance with this Agreement.

(c) Transferor hereby agrees that Transferor shall and shall cause, upon the reasonable request of the Transferee, each of its affiliates to, from time to time, execute and

deliver to Transferee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Transferee to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

(d) Except as set forth in the Contribution Agreement, Transferor makes no warranty, express or implied, with respect to the Patent involved in this Agreement, and Transferee shall have no recourse against Transferor therefor.

(e) If Transferee elects to record this assignment or any other document or transfer with the appropriate United States governmental authorities or registries, Transferor shall bear the costs and fees associated with recording, but Transferor shall provide timely cooperation to Transferee as reasonably necessary.

SECTION 2. CHOICE OF LAW. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3. EXECUTION IN COUNTERPARTS; SEVERABILITY. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall constitute delivery of a manually executed counterpart of this Agreement. In case any provision in or obligation under this Agreement should be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 4. HEADINGS. The headings in the Sections and clauses of this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

SECTION 5. WAIVER OF JURY TRIAL. TRANSFEROR AND TRANSFEEE EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

By signing in the places provided below, Transferor and Transferee accept and agree to all of the terms and conditions of this Agreement as of the day and year first above written.

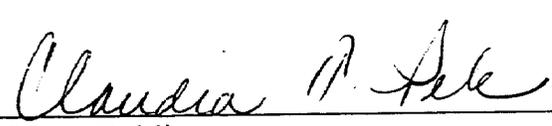
CNS MARKETING, LLC, as Transferee
By: AMACAR GROUP, L.L.C., its Manager

By: _____
Name:
Title:

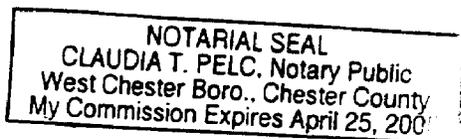
CEPHALON, INC., as Transferor

By: 
Name: J. Kevin Buchi
Title: Sr. Vice President & CFO

Sworn to me this 18th day of December, 2001
for Cephalon, Inc.


Notary Public

[Seal]



By signing in the places provided below, Transferor and Transferee accept and agree to all of the terms and conditions of this Agreement as of the day and year first above written.

CNS MARKETING, LLC, as Transferee
By: AMACAR GROUP, L.L.C., its Manager

By: 
Name: Douglas K. Johnson
Title: Chief Executive Officer

CEPHALON, INC., as Transferor

By: _____
Name:
Title:

Sworn to me this _____ day of _____, 2001

Notary Public

[Seal]

U.S. Patent Registrations

REGISTERED
PATENT

REGISTRATION
NUMBER

DATE OF
ISSUANCE

Acetamide derivative having
defined particle size

5,618,845

April 8, 1997