Name of conveying party(ies): **Purdue Pharma Ltd.**

2. Name and address of receiving party(ies):
   - Name: **Euro-Celtique S.A.**
   - Street Address: 122 Boulevard de la Petrusse
   - L-2330 Luxembourg
   - Country: Luxembourg

3. Nature of Conveyance:
   - Assignment [ ]
   - Merger [ ]
   - Security Agreement [ ]
   - Change of Name [ ]
   - Other [ ]

   Execution Date: April 11, 2002

4. Application number(s) or patent number(s):
     - 09/421,403
   - B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:
   - Name: **Sterne, Kessler, Goldstein & Fox P.L.L.C.**
   - Internal Address: c/o John M. Covert
   - Street Address: 1100 New York Ave., N.W.
   - Suite 600
   - City: Washington
   - State: D.C.
   - Zip Code: 20005-3934

6. Total number of applications and patents involved: **1**

7. Total fee (37 C.F.R. § 3.41) S. **40.00**
   - Enclosed [ ]
   - Authorized to be charged to Deposit Account [ ]
   - Deposit Account Number: 19-0036

8. Deposit Account Number:

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

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.**
   - **John M. Covert**
     - Name of Person Signing
     - Registration No. 38,759
     - Signature
     - Date: **Apr 26, 2002**

   Total number of pages including cover sheet, attachments and document: **4**

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

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**PATENT**

**REEL: 012838 FRAME: 0423**
ASSIGNMENT

In consideration of the sum of One Dollar ($1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, PURDUE PHARMA LTD., a corporation organized and existing under the laws of Delaware, United States of America and having an office and place of business at 213 Technology Drive, Irvine, California 92618, United States of America (the "Assignor"), being the sole proprietor of the Patents and Patent Applications described in Schedule A, hereby sells and assigns to EURO-CELTIQUE S.A., a corporation formed under the laws of Luxembourg, having an office and place of business at 122 Boulevard de la Petrusse, L-2330 Luxembourg (the "Assignee"), the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor’s certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee’s expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee’s request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration
No. 33,997; Robert E. Sokoh, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, and and Philip C. Strassburger, Esquire, Registration No. 34,258, Purdue Pharma L.P., One Stamford Forum, Stamford, CT 06901-3431, power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED on behalf of the said ASSIGNOR, PURDUE PHARMA LTD.

By:  

Howard R. Udell

Title: Vice President and Assistant Secretary

Date: April 11, 2002

Witnessed before me:

Signature: Roberta Seitel
Print Name: Roberta Seitel
Address: One Stamford Forum
Stamford, CT 06901

Signature: Phyllis S. Tachna
Print Name: Phyllis S. Tachna
Address: One Stamford Forum
Stamford, CT 06901

SIGNED on behalf of the said ASSIGNEE, EURO-CELTIQUE S.A.

By:  

Douglas Docherty

Title: Director

Date: April 22, 2002

Witnessed before me:

Signature:  
Print Name: David Dawson
Address: 14 PAR-_LA-VILLE RD, HAMILTON, BERMUDA

Signature:  
Print Name: Denise Dawson
Address: 14 PAR- LA-VILLE RD, HAMILTON, BERMUDA
SCHEDULE A

UNITED STATES PATENTS AND UNITED STATES PATENT APPLICATIONS

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INTERNATIONAL APPLICATIONS AND PATENTS

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