# PATENT ASSIGNMENT

### SUBMISSION TYPE: NEW ASSIGNMENT

## NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

#### **CONVEYING PARTY DATA**

Name: Boehringer Ingelheim KG Execution Date: 09/06/2002

#### **RECEIVING PARTY DATA**

Name:Orion CorporationStreet Address:Orionintie 1, FIN-02200Internal Address:EspooCity:EspooState:FINLANDPostal Code:FINLAND

PROPERTY NUMBERSPatent Number:5575280

Number of Properties: 1

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** <u>202-371-2540</u>

CORRESPONDENCE DATA: Correspondence will be sent via US Mail when a fax number

has not been provided or the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 026111

NAME OF PERSON SIGNING: Teresa U. MedlerDATE SIGNED:11/22/2002

Total Attachments: 3

OP \$40.00 557528

PATENT REEL: 013258 FRAME: 0445

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PATENT REEL: 013258 FRAME: 0446

#### 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, **Boehringer Ingelheim KG** a corporation organized and existing under the laws of **Germany** and having an office and place of business at **Binger Strasse 173**, **D-55126 Ingelheim am Rhein**, **Germany** (the "Assignor"), hereby sells and assigns to **Orion Corporation** a corporation formed under the laws of **Finland**, having an office and place of business at **Orionintie 1**, **FIN-02200**, **Espoo**, **Finland** (the "Assignee"), **Assignor's** 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. Sokohl, 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; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire,

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Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, 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,

SIGNED on	behalf of the said ASSIGNOR,		111
By :	a Paua;	By:	ppa Mas
2	Dr. Dieter LAUDIEN	•	Dr. Heinz-Gerd KLÄS
	Corporate External Relations IP	Title:	Head of Patent Department
Date:	September 4, 2002	Date:	September 6, 2002
SIGNED on	behalf of the said ASSIGNEE,		Mp/
By :		By:	
Print Name:	Esa Heinonen <u>Senior Vice President</u>	Print Name:	Esa Soppi Visco President Operations & Support Functions
Title	Research & Development	Title:	
Date	27.9.2002	Date:	27.9.2002

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## **SCHEDULE A**

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### UNITED STATES PATENTS AND UNITED STATES PATENT APPLICATIONS

	U.S. Application No.	Filing Date	Patent No.	Issue Date
1. 2.	08/066,148 08/328,546	November 7, 1991 October 25, 1994	5,575,280	Nov. 19, 1996

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