PATENT

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## PATENT ASSIGNMENT

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

**CONVEYING PARTY DATA** 

Name: <u>Hoechst Aktiengesellschaft</u>

**Execution Date:** <u>01/23/2003</u>

RECEIVING PARTY DATA

Name: Aventis Pharma Deutschland GmbH

Street Address: Bruenisgstr. 50

**Internal Address:** 

City: Frankfurt au Main

State:

Country: GERMANY
Postal Code: D-65926

PROPERTY NUMBERS

 Patent Number:
 5227293

 Patent Number:
 5358857

 Application Number:
 07399874

Number of Properties: 3

The USPTO, Office of Public Records, will send correspondence

via facsimile to FAX NUMBER: 202-371-2540

**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: Michele A. Cimbala

**DATE SIGNED:** 03/18/2003

Total Attachments: 3

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> PATENT REEL: 013484 FRAME: 0246

## 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, Hoechst Aktiengesellschaft a corporation organized and existing under the laws of Germany and having an office and place of business at Zentrale Patentabteilung, Postfach 80 03 20, D-6230 Frankfurt am Main, Germany (the "Assignor"), hereby sells and assigns to Aventis Pharma Deutschland GmbH a corporation formed under the laws of Germany, having an office and place of business at <u>Bruenigstr. 50</u> D-65926 Frankfurt am Main (the "Assignee"), Hoechst Aktiengesellschaft's entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), 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,

> PATENT REEL: 013484 FRAME: 0247

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, 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,

Hoechst Aktiengesellschaft

By:

Dr. Johann Then Markus Jacobi

[Type/Print Name]

Title:

Vice President

Patent Manager

Date:

January 23, 2003

SIGNED on behalf of the said ASSIGNEE, Aventis Pharma, Deutschland GmbH

By:

Elmar-Michael Wein

Dr. Hans-Jürgen Fischer

[Type/Print Name]

Title:

Direktor/Prokurist

Direktor

Date:

January 23, 2003

PATENT

REEL: 013484 FRAME: 0248

## **SCHEDULE A**

## UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

	Application No.	Filing Date	Patent No.	Issue Date
1.	07/838,221	April 23, 1992	U.S. 5,227,293	July 13, 1993
2.	08/073.508	June 9, 1993	U.S. 5,358,857	June 15, 1994 October 25, 1994
3.	07/399.874	August 29, 1989	(Abandoned)	25, (11/09)

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**RECORDED: 03/18/2003** 

PATENT REEL: 013484 FRAME: 0249