

02-28-2003

Docket No. 66451-A/IPW/GIG/IBC

FORM PTO-1595 (Substitute)

(Rev. 8-96)



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Mail documents or copy thereof.

To the Honorable Commissioner of Patents and

102377299

1. Name of conveying party(ies):

David Witter and
Arlindo Castelhana

2-25-03

2. Name and address of receiving party(ies):

Name: OSI Pharmaceuticals, Inc.

Internal Address: _____

Street Address: 58 South Service Rd.

City/State/Zip: Melville, NY 11747

Additional name(s) of conveying party(ies) attached?

Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

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

Execution Date(s): January 26, 2003 and
January 16, 2003

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is (are): _____

A. Patent Application No.(s) U.S. Serial No.
10/326,302, filed December 20, 2003

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: John P. White

Internal Address: Cooper & Dunham LLP

Street Address: 1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

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:

03-3125

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.

Gary J. Gershik

Name of Person Signing

Gary J. Gershik

Signature

February 20, 2003

Date

Reg. No. 39,992

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

I hereby certify that this correspondence is being deposited this date with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Gary J. Gershik 2/20/03
Date

Gary J. Gershik
Reg. No. 39,992

OMB No. 0651-0011 (exp. 4/94)

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

02/27/2003 0000197 033125 102377299

PATENT
REEL: 013785 FRAME: 0686

Assignment

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, David Witter, residing at 12 Arbutus Street, Putnam Valley, New York 10579 and Arlindo Castelhana, residing at 3 Eagle Court, New City, New York 10956

Hereby sell, assign and transfer to OSI Pharmaceuticals, Inc.

a corporation of the State of

Delaware having a place of business at 58 South Service Rd., Melville, NY 11747 in the County of Suffolk and State of New York

its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and any and all inventions which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on January 26, 2003 and is entitled and January 16, 2003

PANCREATIC LIPASE INHIBITOR COMPOUNDS, THEIR SYNTHESIS AND USE

(U.S. Serial No. 10/326,302, filed December 20, 2002 claiming benefit of U.S. Provisional Application Nos. 60/357,015, filed February 13, 2002 and 60/342,617, filed December 20, 2001)

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

David Witter [L.S.]
David Witter

Date: Jan. 26 2003

Witness: Cathy Witter

Cathy Witter
12 Arbutus Street
Putnam Valley, NY 10579

Arlindo Castelhana [L.S.]

Date: _____ 20

Witness: _____

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

[L.S.]

David Witter

Date: _____ 20

Witness: _____

[L.S.]

Arlindo Casteliano

Date: January 16 2003

Witness: Anna Coppola
Barbara M Coppola

1 Bismarck Pl Dr

Jammudal, NJ 07834