

PA

05-01-2003

Patent and Trademark Office



To The Honorable Commissioner of Patent

102436572

original document or copy thereof.

1. Name of conveying party(ies):

Elan Corporation, plc

4.79.03

2. Name and address of receiving party(ies)

Name: ELAN PHARMA INTERNATIONAL LIMITED

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Internal Address:

Street Address: WIL House, Shannon Business Park

Execution Date: April 15, 2003

City & State: Shannon, County Clare, IRELAND

Additional names(s) of receiving party(ies) 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 this application

A) Patent Application No.(s)

B) Patent No.(s)

9/315,629

Additional numbers attached? Yes No

FINANCE SECTION

MAY 20 11:50

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

CAESAR, RIVISE, BERNSTEIN,
COHEN & POKOTILOW, LTD.

Attn: Scott M. Slomowitz, Esq.
Customer No. 31717
12th Floor - 7 Penn Center
1635 Market Street; Phila, PA 19103-2212

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

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

Authorized to Charge to Deposit Account No.

03-0075 (duplicate attached)

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8. 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.

Scott M. Slomowitz

Name of Person Signing

Scott M. Slomowitz
Signature

04/23/03

Date

04/30/2003 DBYRNE 00000027 030075 09315629

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Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20231

PATENT
REEL: 014006 FRAME: 0730

ASSIGNMENT OF INVENTION

WHEREAS, ELAN CORPORATION PLC, an Irish company having a principle place of business at Lincoln House, Lincoln Place, Dublin 2, Ireland ("ASSIGNOR") owns U.S. Application Serial No. 09/315,629, filed on May 20, 1999 which is based upon U. S. Provisional Application Serial No. 60/086,207 filed on May 21, 1998; and

WHEREAS, ELAN PHARMA INTERNATIONAL LIMITED, an Irish company organized and existing under the laws of the County of Clare, Ireland and having an office and place of business at WIL House, Shannon Business Park, Shannon, County Clare, Ireland ("ASSIGNEE") is desirous of acquiring the entire interest in the same;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR, hereby does sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said application throughout the world, including, without limitation, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said application, preparatory to obtaining Letters Patent of the United States therefor; and ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation or reissue thereof, to ASSIGNEE, as the assignee, for its interests and for the sole use and benefit of ASSIGNEE and its assignees and legal representatives.

For the same consideration, ASSIGNOR by these presents does sell, assign, and transfer to ASSIGNEE the full, exclusive, and entire right, title and interest in and to any foreign patents or applications corresponding to said applications, in whole or in part, in countries other than the

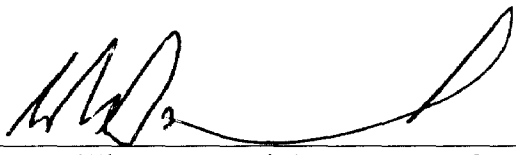
United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE, or its designee insofar as permitted by applicable law.

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference of similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records are needed in connection with the assigned application for Letters Patent.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, on this 15th day of APRIL, 2003.

ELAN CORPORATION, PLC

By: 
William F. Daniel, Company Secretary