



Docket No.: P26,724 USA

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

06-12-2003



Tab settings → → → ▼

To the Honorable Commissioner of Patents

102471741

attached original documents or copy thereof.

1. Name of conveying party(ies):

Ethical Holdings PLC

6-6-03

Ethical Pharmaceuticals (U.K.) Limited

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

Name: Elan Pharma International Limited

Address: WIL House, Shannon Business Park

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Shannon State/Prov.: Co. Clare

Country: Ireland ZIP: \_\_\_\_\_

Execution Date: December 23, 1999

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.

Filing date

B. Patent No.(s)

5,950,830

Additional numbers

☐ Yes ☒ No

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

Name: Marilou E. Watson

Registration No. 42,213

Address: Synnestvedt & Lechner

2600 Aramark Tower, 1101 Market Street

City: Philadelphia State/Prov.: PA

Country: USA ZIP: 19107

6. Total number of applications and patents involved: 1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Marilou E. Watson

Name of Person Signing

Marilou E. Watson

Signature

June 4, 2003

Date

Total number of pages including cover sheet, attachments, and

10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

06/11/2003 ECOOPER 00000140 5950830

01 FC:0021

40.00 OP

PATENT  
REEL: 014146 FRAME: 0421

## CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT ("Assignment") is effective as of December 23, 1999 ("Effective Date"), by and between Ethical Holdings PLC, a company incorporated in England and Wales, with its principal office at Gemini House, Bartholomew's Walk, Ely, Cambridgeshire C37 4EA and Ethical Pharmaceuticals (U.K.) Limited, a company incorporated in England and Wales, with its principal office at Gemini House, Bartholomew's Walk, Ely, Cambridgeshire C37 4EA ("Seller"), and Elan Pharma International Limited, an Irish limited liability company, with its principal offices at WIL House, Shannon Business Park, Shannon, Co. Clare, Ireland ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Asset Acquisition Agreement dated as of the 23rd day of December, 1999 (the "Acquisition Agreement"), pursuant to which Seller agreed, inter alia, to assign to Buyer certain assets of Seller's business, including, without limitation those United States and foreign patents, patent applications and trademark identified and set forth on the attached Schedule 4 (collectively, the "Intellectual Property"); and

WHEREAS, Seller and Buyer desire to execute this Assignment to confirm the assignment of the Intellectual Property to Buyer as of the Effective Date pursuant to the Acquisition Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which having been previously exchanged between the parties, is hereby acknowledged by the undersigned, effective as of the Effective Date, the undersigned, intending to be legally bound, does hereby confirm that the Seller did sell, assign, transfer and quitclaim to the Buyer the entire right, title and interest therein as may have been vested in the Seller to the Intellectual Property, including, but not limited to, the said trademark and the said application for registration therefore, together with the good will of the business appurtenant to and symbolized by said trademark and the registration thereof, the right to claim priority under statute, regulation, treaty of the Paris Convention, and in all letters patent, including all continuations, divisions, continuations-in-part, reissues, extensions or reexaminations thereof, throughout the world, together with all claims for damages by reason of any past, present or future infringement or other unauthorized use of said Intellectual Property. In the event that any incident of ownership concerning the Intellectual Property may be deemed at any future

date to have not been assigned as part of the Acquisition Agreement and to still be vested in Seller or its predecessors, Seller does hereby sell, assign, transfer and quitclaim to the Buyer all residual rights as may be determined to be a remaining right, title or interest in and to the Intellectual Property including but not limited to, the said trademark and the said application for registration therefore, together with the good will of the business appurtenant to and symbolized by said trademark and the registration thereof, the right to claim priority under statute, regulation, treaty of the Paris Convention, and in all letters patent, including all continuations, divisions, continuations-in-part, reissues, extensions or reexaminations thereof, throughout the world together with all claims for damages by reason of any past, present or future infringement or other unauthorized use of said letters patent for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Seller authorizes and requests the Commissioner of Patents and Trademarks to record Buyer as owner of the Intellectual Property, including any continuations, divisions, continuations-in-part, reissues, extensions or reexaminations thereof, and to issue any and all letters patent thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

Seller shall provide to Buyer, its successors, assigns or other legal representatives, cooperation and assistance at Buyer's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in the implementation or perfection of this Assignment.

In the event of any inconsistency between this Assignment and that certain Acquisition Agreement between Seller and Buyer executed as of December 23, 1999, this Assignment shall control.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Seller and Buyer have caused this Assignment to be signed and executed by the undersigned duly authorized officers thereunto.

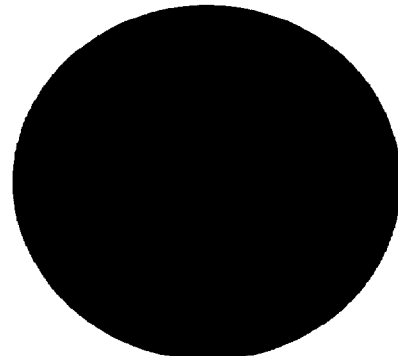
ELAN PHARMA INTERNATIONAL LIMITED

BY: 

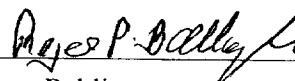
NAME: LIAM DANIEL

TITLE: DIRECTOR

DATE: 13<sup>th</sup> FEBRUARY 2003



Before me this 25<sup>th</sup> day of February, 2003, personally appeared the above-named individual, to me known to be the person who is described in and who executed the foregoing Confirmatory Assignment and who acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

  
Notary Public

**ROGER P. BALLAGH**  
NOTARY PUBLIC FOR  
CITY AND COUNTY  
OF DUBLIN  
COMMISSIONED FOR LIFE  
20 NORTHUMBERLAND ROAD.  
DUBLIN 4.

(SEAL)

ETHICAL PHARMACEUTICALS (U.K.) LIMITED

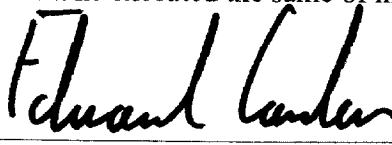
BY: 

NAME: JONATHAN LAMB

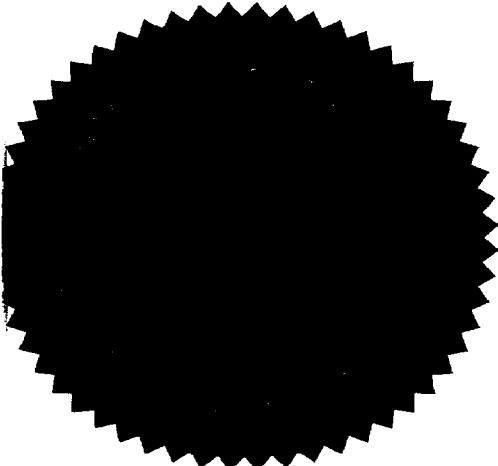
TITLE: DIRECTOR

DATE: 23 May 2003

Before me this 23 day of May, 2003, personally appeared the above-named individual, to me known to be the person who is described in and who executed the foregoing Confirmatory Assignment and who acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

  
Notary Public

Notary Public London, England  
(Edward Gardiner)  
My Commission Expires with Life



ETHICAL HOLDINGS PLC

BY:                     

NAME: JONATHAN LAMB

TITLE: COMPANY SECRETARY

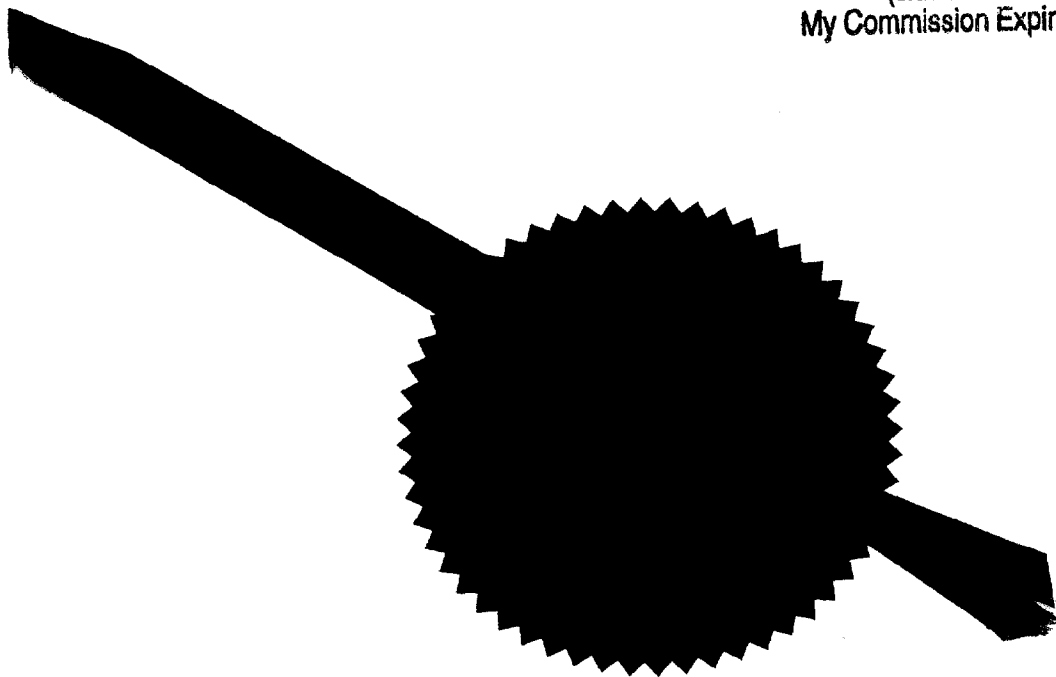
DATE: 23 May 2003

Before me this 23 day of May, 2003, personally appeared the above-named individual, to me known to be the person who is described in and who executed the foregoing Confirmatory Assignment and who acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

(SEAL)

Edward Gardiner  
Notary Public

Notary Public London, England  
(Edward Gardiner)  
My Commission Expires with Life



**SCHEDULE 4**

**Will be a copy of the original Schedule 4 of the  
Asset Purchase Agreement of December 23, 1999**

SCHEDULE 4  
REGISTERED INTELLECTUAL PROPERTY RIGHTS

Country	Application No./ Patent No.	Application Date	Status	Expiry Date (projected)
USA	5352457	4.10.1991	Granted	4.10.2011
Canada	2093321	4.10.1991	Granted	4.10.2011
Japan	2543457	4.10.1991	Granted	4.10.2011
Norway	302400	4.10.1991	Granted	4.10.2011
Australia	649732	4.10.1991	Granted	4.10.2011
Germany	P69119598.6	4.10.1991	Granted	4.10.2011
Austria	E137979	4.10.1991	Granted	4.10.2011
France	0551349	4.10.1991	Granted	4.10.2011
Switzerland	0551349	4.10.1991	Granted	4.10.2011
Netherlands	0551349	4.10.1991	Granted	4.10.2011
Italy	0551349	4.10.1991	Granted	4.10.2011
Luxembourg	0551349	4.10.1991	Granted	4.10.2011
Belgium	0551349	4.10.1991	Granted	4.10.2011
Sweden	0551349	4.10.1991	Granted	4.10.2011
Denmark	0551349	4.10.1991	Granted	4.10.2011
Greece	0551349	4.10.1991	Granted	4.10.2011
Spain	0551349	4.10.1991	Granted	4.10.2011
New Zealand	240091	4.10.1991	Granted	4.10.2011
South Africa	91.7959	4.10.1991	Granted	4.10.2011
United Kingdom	2249956	4.10.1991	Granted	4.10.2011

# PATENT APPLICATIONS

Country	Application/ Patent no.	Application Date	Status	Expiry Date (Projected)
International Patent Application	PCT/GB 99/00441	12.02.1999	Application	12.02.2019

# BLISTER PACK PATENTS

Country	Application/ Patent no.	Application Date	Status	Expiry Date (Projected)
International Patent Application designating 80 countries	PCT/GB 95/02976	20.12.1995	Application	20.12.2015
Argentina	P950100654	20.12.1995	Application	20.12.2015
Netherlands	1001950	29.12.1995	Granted	29.12.2015
Ireland	75684	20.12.1995	Granted	20.12.2015
France	9515184	20.12.1995	Granted	20.12.2015
Belgium	09501051	20.12.1995	Granted	20.12.2015
Italy	1277122	20.12.1995	Granted	20.12.2015
EP*	95941201.6	20.12.1995	Application	20.12.2015
China*	1170392	20.12.1995	Application	20.12.2015
Canada*	2208306	20.12.1995	Application	20.12.2015
Japan	8-519596	20.12.1995	Application	20.12.2015
Norway*	P972777	20.12.1995	Application	20.12.2015
USA*	08/849892	22.08.1997	Application	22.08.2017
GB	2311760	20.12.1995	Granted	20.12.2015
Australia	692649	20.12.1995	Granted	20.12.2015
New Zealand	297517	20.12.1995	Granted	20.12.2015

\* indicates abandoned applications





# REGISTERED DESIGNS

Country	Design/ Application No.	Filing Date	Status	Expiry Date (projected)
United Kingdom	2044041	21.12.1994	Granted	21.12.2004
Denmark	4-1996	19.6.1995	Granted	18.6.2010
France	953327	15.6.1995	Granted	14.6.2045
Germany	M9505092.2	20.6.1995	Granted	19.6.2015
Ireland	D10908	20.6.1995	Granted	19.6.2010
Sweden	59279	16.6.1995	Granted	15.6.2010
Benelux	26151-00	20.6.1995	Granted	19.6.2010
Norway	72979	8.6.1995	Granted	7.6.2010
USA	380962	20.6.1995	Granted	15.7.2011

Owner: Ethical Pharmaceuticals Ltd.

## TRADE MARK

Trade Mark	Country	Date of Registration	Registration No. Application No.	Class
Jenderm	United Kingdom	11.11.1989	1404714	5

Owner: Ethical Pharmaceuticals Ltd

Goods: Pharmaceutical preparations and substances, all included in Class 5 and all for the treatment of the skin.