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## PATENTS ONLY

7-7-03

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Elan Pharmaceuticals, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Jones Pharma Incorporated</u></p> <p>Address: <u>510 Cumberland Street</u> <u>Suite 200</u> <u>Bristol, Virginia 24201</u></p> <p>Country (if other than USA):</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      Merger</p> <p>Security Agreement                      Change of Name</p> <p>Other</p> <p>Execution Date: <u>May 30, 2003</u></p>	<p>FINANCE SECTION</p> <p>7 PM 2:47</p>

4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the execution date of the application is: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           A. Patent Application No.(s)     <u>10/104,044</u> </div> <div style="width: 45%;">           B. Patent No.(s)         </div> </div> <div style="text-align: center; margin-top: 5px;">           Additional numbers attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No         </div>							
5. Name and address of party to whom correspondence concerning document should be mailed:  PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, New York 10036-2711	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">           6. Number of applications and patents involved:         </td> <td style="width: 30%; text-align: center; padding: 5px;"> <u>1</u> </td> </tr> <tr> <td colspan="2" style="padding: 5px;">           7. Total fee (37 CFR 3.41): .....\$     40.00            Please charge to the deposit account listed in Section 8.         </td> </tr> <tr> <td colspan="2" style="padding: 5px;">           8. Deposit account number:  <div style="text-align: center; font-size: 1.2em;">16-1150</div> </td> </tr> </table>	6. Number of applications and patents involved:	<u>1</u>	7. Total fee (37 CFR 3.41): .....\$     40.00 Please charge to the deposit account listed in Section 8.		8. Deposit account number: <div style="text-align: center; font-size: 1.2em;">16-1150</div>	
6. Number of applications and patents involved:	<u>1</u>						
7. Total fee (37 CFR 3.41): .....\$     40.00 Please charge to the deposit account listed in Section 8.							
8. Deposit account number: <div style="text-align: center; font-size: 1.2em;">16-1150</div>							

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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.*

Francis D. Cerrito	38,100	Francis D. Cerrito	July 7, 2003
Name of Person Signing	Reg. No.	Signature	Date

45821 Reg No. 50,170

Total number of pages including cover sheet: 4

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**PATENT**  
**REEL: 014237 FRAME: 0019**

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "*Assignment*") dated as of June 12, 2003 (the "*Effective Date*"), is made by and between Elan Pharmaceuticals, Inc., a Delaware corporation with offices located at 800 Gateway Boulevard, South San Diego, California 94080 ("*Assignor*") and Jones Pharma Incorporated, a Delaware corporation with offices located at 510 Cumberland Street, Suite 200, Bristol, Virginia 24201 ("*Assignee*"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Amended and Restated Asset Purchase Agreement (the "*Purchase Agreement*") dated as of May 19, 2003 by and among Assignor, Elan Corporation, plc, Elan Pharma International Limited and Assignee, King Pharmaceuticals, Inc. and Monarch Pharmaceuticals Inc.

Assignor is the owner of the following patent rights:

Patent	Patent No.	Country	Date
Method for Increasing the Bioavailability of Metaxalone	6,407,128 B1	United States	June 18, 2002
Method for Increasing the Bioavailability of Metaxalone	U.S.S.N. 10/104,044	United States	Filed March 25, 2002
Method for Increasing the Bioavailability of Metaxalone	U.S.S.N. 10/386,113	United States	Filed March 12, 2003
Methods of Modifying the Bioavailability of Metaxalone	U.S.S.N. 10/420,804	United States	Filed April 23, 2003

and any provisional and non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, confirmations, renewals and utility applications that have been or may be filed in the United States, its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico, and the patents and extensions (including, but not limited to, patent term extensions and supplementary protection certificates) arising therefrom (the "*Patent Rights*").

In partial consideration for the purchase price set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee, and the Assignee's successors and assigns, and the Assignee accepts, subject to the conditions of the Purchase Agreement and the Related Agreements, such assignment and transfer, an undivided right, title and interest in and to the Patent Rights, said Patent Rights to be held and enjoyed by the above-named Assignee, for Assignee's own use and benefit, and for Assignee's successors and assigns to the full end of the term or terms for which said patent(s) may be granted, subject only to the conditions of the Purchase Agreement and Related Agreements.

Interested parties who acquire title, rights or grants to the Patent Rights are hereby notified that certain restrictions and obligations set forth in the Purchase Agreement and Related Agreements have been made appurtenant to and run with the Patent Rights and such interested parties are on notice of such restrictions and obligations.

ELAN PHARMACEUTICALS, INC.

By: 

Name: Lars Ekman  
Title: President, R&D

STATE OF

See attached

: ss.

COUNTY OF

:

Before me, a notary public in and for the State and County aforesaid, on this  
day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, who  
acknowledged to me that he/she is the \_\_\_\_\_, who executed the  
within Assignment on behalf of said corporation and acknowledged to me that he/she  
executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego } ss.

On 5.30-03

Date

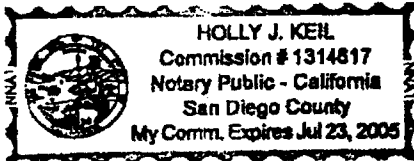
before me, Holly J. Keil

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lars Ekman

Name(s) of Signer(s)

- ☒ Personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Holly J. Keil  
 Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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