

07-15-2003

FORM PTO-1595

RECC



102495906

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Ref. No. 00-577-A

7-11-03

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

Pamela Albaugh
Guolin Cai

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

2. Name and address of receiving party(ies)

Name: Neurogen Corporation

Internal Address: _____

Street Address: 35 Northeast Industrial Road
City: Branford State: Connecticut Zip: 06405

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other :
Execution Date: 10/3/02

4. Application number(s) or patent number(s): 1

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

A. Patent Application No.(s)

B. Patent No.(s)

6,559,163 B2, Patented May 6, 2003

Additional numbers attached? Yes No

FINANCE SECTION
MAY 10 23

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

Name: Steven J. Sarussi

Company Name: McDonnell, Boehnen, Hulbert & Berghoff

Street Address: 300 South Wacker Drive, Suite 3200
City: Chicago State: IL ZIP: 60606

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: 13-2490

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.

Steven J. Sarussi
Printed Name of Person Signing

Signature

Date: July 8, 2003

Total number of pages including cover sheet, attachments, and document: 6

07/14/2003 DBYRNE 00000057 6559163

01 FC:6021 40.00 DP

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignments
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22323-1450

PATENT
REEL: 014250 FRAME: 0550

ASSIGNMENT

WHEREAS, I, Guolin Cai of Thousand Oaks, California (hereinafter referred to as "Assignor") have invented certain new and useful inventions relating to

2,4-Substituted Pyridine Derivatives

described in an application for Letters Patent of the United States having the following title, serial number and filing date:

Title: 2,4-Substituted Pyridine Derivatives

Serial Number: 09/931,549

App. Type: Utility

Filing Date: August 16, 2001

and;

WHEREAS, Neurogen Corporation, a Delaware corporation having a location at 35 Northeast Industrial Road, Branford, Connecticut 06405 (hereinafter referred to as the "Assignee"), is desirous of confirming the acquiring of the entire right, title and interest in and to the same inventions, and in and to the said application, and any Letters Patent that may issue thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for value received, each Assignor has assigned and transferred, and does hereby assign and transfer to the Assignee, its successors, assigns, and legal representatives, or to such nominees as it may designate, his or her entire right, title and interest for the United States in and to the said inventions and in and to the said application and any and all patents which may be granted therefor, including all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, and all applications claiming priority therefrom; and each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for said inventions, or patents resulting therefrom, insofar as his or her interest is concerned, to the Assignee; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said inventions may issue, to the same extent as Assignor would hold and enjoy if no Assignment had been made.

Each Assignor also has assigned and transferred, and does hereby assign and transfer to the Assignee, its successors and assigns, his or her entire right, title and interest in and to the inventions disclosed in said application, in all countries of the world foreign to the United States, including the right to file applications and obtain patents for said invention in its own name in said countries and including all rights of priority in said countries under the terms of any applicable international convention; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and

all of said Letters Patent for said invention may issue, to the same extent as we would hold and enjoy if this Assignment had not been made.

Each Assignor agrees that, when requested, he or she will, without charge to said Assignee but at its expense, execute any and all patent applications, assignments, affidavits and any other papers in connection therewith take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce patent protection for said invention in all countries.

Each Assignor authorizes and empowers the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by him, her, it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention substituted for it, and to invoke and claim such right of priority without further written or oral authorization from him or her.


Each Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention substituted for it.

Each Assignor covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that he or she has full right to convey the same as herein expressed.

Each Assignor also hereby grants the Assignee's attorneys the power to insert on this Assignment any serial numbers or other further identification 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.

IN WITNESS WHEREOF, we have caused this Assignment to be executed.

Dated this 3rd day of Oct., 2002



Guolin Cai

Before me this 3rd day of Oct, 2002, personally appeared Guolin Cai, who is to me personally known, and acknowledged the foregoing instrument of assignment to be his/her free act and deed.



WITNESS

ASSIGNMENT

WHEREAS, I, Pamela Albaugh of Carmel, Indiana (hereinafter referred to as "Assignor") have invented certain new and useful inventions relating to

2,4-Substituted Pyridine Derivatives

described in an application for Letters Patent of the United States having the following title, serial number and filing date:

Title: 2,4-Substituted Pyridine Derivatives

Serial Number: 09/931,549

App. Type: Utility

Filing Date: August 16, 2001

and;

WHEREAS, Neurogen Corporation, a Delaware corporation having a location at 35 Northeast Industrial Road, Branford, Connecticut 06405 (hereinafter referred to as the "Assignee"), is desirous of confirming the acquiring of the entire right, title and interest in and to the same inventions, and in and to the said application, and any Letters Patent that may issue thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for value received, each Assignor has assigned and transferred, and does hereby assign and transfer to the Assignee, its successors, assigns, and legal representatives, or to such nominees as it may designate, his or her entire right, title and interest for the United States in and to the said inventions and in and to the said application and any and all patents which may be granted therefor, including all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, and all applications claiming priority therefrom; and each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for said inventions, or patents resulting therefrom, insofar as his or her interest is concerned, to the Assignee; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said inventions may issue, to the same extent as Assignor would hold and enjoy if no Assignment had been made.

Each Assignor also has assigned and transferred, and does hereby assign and transfer to the Assignee, its successors and assigns, his or her entire right, title and interest in and to the inventions disclosed in said application, in all countries of the world foreign to the United States, including the right to file applications and obtain patents for said invention in its own name in said countries and including all rights of priority in said countries under the terms of any applicable international convention; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and

all of said Letters Patent for said invention may issue, to the same extent as we would hold and enjoy if this Assignment had not been made.

Each Assignor agrees that, when requested, he or she will, without charge to said Assignee but at its expense, execute any and all patent applications, assignments, affidavits and any other papers in connection therewith take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce patent protection for said invention in all countries.

Each Assignor authorizes and empowers the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by him, her, it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention substituted for it, and to invoke and claim such right of priority without further written or oral authorization from him or her.

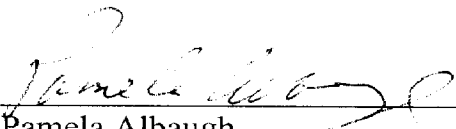
Each Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention substituted for it.

Each Assignor covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that he or she has full right to convey the same as herein expressed.

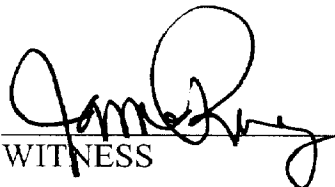
Each Assignor also hereby grants the Assignee's attorneys the power to insert on this Assignment any serial numbers or other further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, we have caused this Assignment to be executed.

Dated this 3rd day of October, 2002


Pamela Albaugh

Before me this 3 day of October, 2002, personally appeared Pamela Albaugh, who is to me personally known, and acknowledged the foregoing instrument of assignment to be his/her free act and deed.


WITNESS