

11-14-2003

Docket No.: P24,781-A USA

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102600215

11-10-03

Tab settings → → →

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

1. Name of conveying party(ies):

Athena Neurosciences, Inc.  
800 Gateway Boulevard  
South San Francisco, CA 94080

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

Name: Elan Corporation, plc

Address: Lincoln House, Lincoln Place

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Dublin

State/Prov.: \_\_\_\_\_

Country: Ireland

ZIP: 2

Execution Date: December 31, 2001

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)

5,707,648

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

11/13/2003 BYRME 00000147 5707648

01 FC:8021

40.00 OP

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:

19-5425

(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

November 7, 2003

Date

Total number of pages including cover sheet, attachments, and

7

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

## GENERAL ASSIGNMENT AND CONVEYANCE

This General Assignment and Conveyance (the "Agreement"), entered into as of the date indicated below (the "Effective Date"), is between the following parties:

Athena Neurosciences, Inc. ("Athena"), a corporation organized and existing under the laws of Delaware, having a place of business at 800 Gateway Blvd., South San Francisco, CA 94080 (the "Assignor"), on its own behalf, as successor in interest to LDS Technologies, Inc., and on behalf of its predecessors, former and current affiliates and assigns; and

Elan Corporation, plc, a limited company incorporated under the laws of Ireland, and having its principle place of business at Lincoln House, Lincoln Place, Dublin 2, Ireland (the "Assignee").

WHEREAS, Assignor has the sole and exclusive rights to the Intellectual Property and Proprietary Information listed in the attached Exhibits (the "Proprietary Products") and wishes to transfer the Intellectual Property, Proprietary Information, and the Proprietary Products by way of a gift to Assignee; and

WHEREAS, the Assignee wishes to acquire all right, title and interest in the Intellectual Property, the Proprietary Products and the Proprietary Information by way of a gift.

NOW THEREFORE, Assignor agrees as follows:

### 1. Definitions

For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

- 1.1 "Assigned Property" means the Proprietary Products and the Intellectual Property.
- 1.2 "Intellectual Property" means any and all rights to any intellectual property owned or licensed by or to be owned or licensed by Assignor and which relates to the subject matter set forth in Exhibits A or B, including, without limitation, each and every (a) Patent or Patent Right; (b) trademark, service mark, trade dress, logo, trade name and corporate name and registration and application for registration thereof; (c) copyright or item of computer software, data and documentation; and (d) other form or nature of proprietary or exclusionary right.
- 1.3 Patent or Patent Rights shall mean each and every United States and foreign patent or patent application, including, without limitation, those specified in Exhibit A hereto (which may be amended from time to time in writing), and any divisional, continuation, or continuation-in-part of such patent or patent application (to the extent the claims are directed to subject matter specifically described therein), as well as any patent issued thereon, any reissue or reexamination of such patent, and any foreign counterparts to such patents and patent applications relating to the subject matter set

forth in Exhibit A or the Proprietary Products, and any patent disclosures, inchoate patent rights and/or any improvements thereof.

- 1.4 "Proprietary Information" means any trade secrets or confidential business information, including, without limitation, those specified in Exhibit B, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information) described, comprised in or relating to the Assigned Property and that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions.
- 1.4 "Proprietary Products" means all the compounds, reagents, assays and other materials arising out of or relating to the Proprietary Information, the Intellectual Property or the subject matter of Exhibit A, including any analogues, derivatives, precursors, products, formulations, congeners, isomers thereof, or any other compound, reagent, assay or other material which performs the same function in substantially the same manner or which would directly or under the doctrine of equivalents infringe any Patent or Patent Right.

## 2. Assignment

Subject to the terms and conditions specified herein, Assignor hereby:

- 2.1 Irrevocably assigns, conveys, grants, gifts and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns, all right, title and interest of every kind and character, whether equitable or legal, throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all right to use, manufacture, develop, or obtain any other benefit from or relating to the Proprietary Products.
- 2.2 Irrevocably assigns, conveys, grants, gifts and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns, all right, title and interest of every kind and character, whether equitable or legal, throughout the world in and to the Intellectual Property and the Proprietary Information, including income, royalties, damages and payments now and hereinafter due or payable with respect thereto and to all causes of action (either in law or in equity), the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement and all future rights to any Intellectual Property or Proprietary Information which is derived from or are based upon the Assigned Property and/or the Proprietary Information.

3. Assignor shall assign and transfer to Assignee: (i) any and all license agreements, oral or written, pursuant to which Assignee has any rights to the Assigned Property or the Pro-

proprietary Information; (ii) any and all license agreements, oral or written, pursuant to which Assignor has granted to any person any rights to the Assigned Property or the Proprietary Information; and (iii) all agreements, oral or written, pursuant to which Assignor is entitled to receive royalties from third parties with respect to the Assigned Property or the Proprietary Information. To the extent any such license, agreement or arrangement covered by this Section 3 cannot be transferred, Assignor agrees to make such other arrangements as may effectuate the general assignment and conveyance contemplated by this Agreement.

4. The Assignor shall file such notices or registrations with the appropriate authorities, including the United States Patent and Trademark Office and the equivalent authorities of other countries, as are necessary to perfect Assignee's rights under this Agreement. The Assignor agrees to sign or otherwise execute all such documents and undertake all such actions as are necessary and appropriate to perfect Assignee's interest in the Assigned Property and the Proprietary Information.

5. With respect to any Intellectual Property, or Proprietary Products or Proprietary Information, created, arising, attaching, or developed after the Effective Date, Assignor agrees to assign, and hereby does assign without any additional consideration, under the terms of this Agreement, all such Intellectual Property, Proprietary Information or Proprietary Products.

6. This Agreement will be governed by and construed in accordance with the domestic laws of the state of California, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the state of California to be applied.

7. The Effective Date of this agreement shall be December 31, 2001.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of Assignor.

Athena Neurosciences, Inc.

By: Isabelita P. Murphy  
Title Vice President

Date: December 17, 2001

Witnessed as to Athena Neurosciences  
Inc.'s Signature

By: Shirley O'Leary  
Title

Date: December 17, 2001

## **EXHIBIT A**

### **Patents and Patent Applications:**

- U.S. Patent No. 5,110,606, entitled "Non-aqueous Microemulsions for Drug Delivery," issued May 5, 1992, naming as inventors Robert P. Geyer and Vinod Tuliani.
- U.S. Patent No. 5,444,041, entitled "Convertible Microemulsion Formulations," issued August 22, 1995, naming as inventors Albert J. Owen, Seang H. Yiv, and Ani B. Sarkahian.
- U.S. Patent No. 5,633,226, entitled "Convertible Microemulsion Formulations," issued May 27, 1997, naming as inventors Albert J. Owen and Seang H. Yiv.
- U.S. Patent No. 5,646,109, entitled "Convertible Microemulsion Formulations," issued July 8, 1997, naming as inventors Albert J. Owen and Seang H. Yiv.
- U.S. Patent No. 5,688,761, entitled "Convertible Microemulsion Formulations," issued November 18, 1997, naming as inventors Albert J. Owen, Seang H. Yiv, and Ani B. Sarkahian.
- U.S. Patent No. 5,707,648, entitled "Transparent Liquid for Encapsulated Drug Delivery," issued January 13, 1998, naming as inventor Seang H. Yiv.
- U.S. Patent No. 6,241,969, entitled "Aqueous Compositions Containing Corticosteroids for Nasal and Pulmonary Delivery," issued June 5, 2001, naming as inventors Zahir Saidi, Boris Klyashchitsky.
- U.S. Patent No. 6,245,349, entitled "Drug delivery Compositions Suitable for Intravenous Injection," issued June 12, 2001, naming as inventors Seang H. Yiv and Alex K. Tustian.
- International Application PCT/WO 92/18147, entitled "Convertible Microemulsion Formulations", published October 29, 1992, naming as inventors Albert J. Owen, Seang H. Yiv, and Ani B. Sarkahian.