## (modified)

## PATENTS ONLY

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June 22, 2004

Date

Signature To the Commissioner of Patents. Please record the attached original documents or copy thereof. Name of conveying party(ies); 2. Name and address of receiving party(les): 1. Aventis Pharma Limited Name: Aventis Pharmaceuticals Inc. Internal Address: Additional name(s) of conveying party(les) attached? 

YES NO Street Address; 300 Somerset Corporate Boulevard City: Bridgewater State: New Jersey ZIP: 08807 Nature of Conveyance:  $\boxtimes$ Assignment Merger Security Agreement Change of Name Other Execution Date: 1. October 7, 2003 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: A. Patent Application No.(s): 10/279,834 Patent No.(s): 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved:  ${f 1}$ document should be mailed: George G. Wang, Reg. No. 41,419 Name: 7. Total (37 CFR 3.41): .......\$40.00 internal Address: Aventis Pharmaceuticals Inc. Route 202-206 / P.O. Box 6800 Street Address: ☐ Enclosed Bridgewater State: NJ ZIP: 08807-0800 Authorized to be charged to deposit account \*\* FAX NUMBER: (908) 231-2626 \*\* 8. Deposit account number: 18-1982 U\$AV2001/0155 U\$ NP Our Reference No.: 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 of the original document. George G. Wang, Reg. No. 41,419 Name of Person Signing Date: June 22. Total number of pages including cover sheet: 3

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> PATENT REEL: 014760 FRAME: 0789

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OMB No. 0651-0011 (exp. 4/94)

USAV2001/0155 US NP

## ASSIGNMENT AND AGREEMENT

For value received and intending to be legally bound, we, AVENTIS PHARMA LIMITED (Assignor), Aventis House, 50 Kings Hill Avenue, West Malling, Kent, ME19 4AH, United Kingdom, sell, assign and transfer to AVENTIS PHARMACEUTICALS INC. (Assignee), 300 Somerset Corporate Boulevard, Bridgewater, New Jersey 08807 U.S.A. (Assignee), and its successors, assigns and legal representatives, our entire rights, title and interest in and to the invention and any improvements thereon, assigned Attorney Docket No. USAV2001/0155 US NP and (if filed prior to the execution hereof) filed on October 24, 2002, as Serial No. 10/279,834, entitled

## BENZIMIDAZOLES

and all the rights and privileges, including any and all benefits under the International Convention for the Protection of Industrial Property, including the right to claim priority based on said priority applications, and under any and all Letters Patent which may be granted therefore, and all our rights, title and interest in and to every patent application filed or to be filed on the inventions of the subject patent properties in any other countryor patent organization, including continuations, divisions, renewals, revivals, and any substitute applications of the attached properties, and any and all patents which may issue thereon, and any reissues, pipelines and extensions, and governmental exclusivity rights of the same.

We authorize and request competent authorities to grant and issue any and all patents on said inventions to said assignee or its successor, assigns and legal representatives, or to such nominees as said assignee may designate.

We agree that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title thereto in said assignee, its successors, assigns, legal representatives or nominees.

> PATENT REEL: 014760 FRAME: 0790

USAV2001/0155 US NP

We covenant 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 I/we have full right to convey the same as herein expressed.

In witness thereof, the parties hereto agree to accept the terms of this assignment.

**AVENTIS PHARMA Limited** 

RECORDED: 06/22/2004

By:

Lee Caffin

Signature:

Witness:

Witness:

2

**PATENT** REEL: 014760 FRAME: 0791