

03-10-2004



EET

Attorney Docket Number:
206298-999001

102690347

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Please record the attached original documents or copy thereof.

3/5/04

1. Name of conveying party(ies): Fisons Limited		2. Name and address of receiving party(ies): Name: <u>King Pharmaceuticals, Inc.</u> Address: <u>601 Fifth Street</u> <u>Bristol, Tennessee 37620</u>	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No		Country (if other than USA):	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Merger Security Agreement Change of Name Other			
Execution Date: <u>January 9, 2004</u>			
4. Application number(s) or patent number(s): See Attached Schedule A (<u>Patent No. 5,260,306</u>) 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) _____	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: JONES DAY 222 East 41st Street New York, New York 10017		6. Number of applications and patents involved: 1	
		7. Total fee (37 CFR 3.41):.....\$ 40.00 Please charge to the deposit account listed in Section 8.	
		8. Deposit account number: <u>503013</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i>			
F. Dominic Cerrito	38,100	<u>F. Dominic Cerrito</u>	March 5, 2004
Name of Person Signing	Reg. No.	Signature	Date
		<u>by G. D. R. No. 50,170</u>	
Total number of pages including cover sheet:			4

Mail documents to be recorded with required cover sheet information to:
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03/09/2004 GTOM11 00000146 503013 5269306
01 FC:8021 40.00 DA

NYJD: 1512095.2

PATENT
REEL: 015035 FRAME: 0604

ASSIGNMENT OF PATENT

(United States)

WHEREAS, **FISONS LIMITED**, a corporation organized and existing under the laws of the United Kingdom, (hereinafter referred to as "Fisons"), is the sole owner of the applications for Letters Patent and Letters Patent listed in Schedule A; and

WHEREAS **KING PHARMACEUTICALS, INC.**, a Tennessee corporation, whose address is 601 Fifth Street, Bristol, TN 37620 (hereinafter referred to as "Assignee"), is desirous of securing the entire right, title, and interest in and to (a) applications for Letters Patent and the Letters Patent listed in Schedule A; and (b) the Letters Patent issued or to be issued upon any such applications; along with (c) all statutory invention registrations, including reissues, renewals, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations *within the United States* of any of the applications or Letters Patent set forth in subsections (a) or (b) hereof; (d) all inventions disclosed therein, provided that Assignee shall have no right to file for or otherwise obtain patent rights outside the United States and Canada; (e) subject to the provisions of subsection (d), all rights therein provided by international treaties and conventions, and all rights to obtain patents and registrations thereto, and all counterparts to any of the foregoing, in each case in the United States and Canada only; and (f) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (f) hereof, collectively, the "Assigned Intellectual Property").

NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Fisons, as owner, has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, its entire right, title, and interest in and to the Assigned Intellectual Property; and Fisons hereby authorizes and requests any official whose duty it is to issue patents on the Assigned Intellectual Property, to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, Fisons HEREBY covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment;

AND, Fisons HEREBY further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in said Assignee, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns, including without limitation to cooperate, and to require each past or present employee, consultant, representative, contractor, agent or other individual under the custody or control of Fisons (including without limitation any such individual that is, or is identified as, an inventor of any of the Assigned Intellectual Property) to cooperate, with Assignee, its attorneys, agents, successors and assigns, to transfer title in, to file, prosecute, obtain, maintain, assert, enforce and defend, and to otherwise protect any and all of the Assigned Intellectual Property and/or Assignee's ownership interest therein, including, without limitation, to (a) execute such documents, sign all lawful papers, and make

oaths as Assignee deems reasonably necessary or appropriate in connection with same; (b) execute all documents, papers, forms or authorizations necessary to vest full title in and to the Assigned Intellectual Property to Assignee; (c) communicate any facts known or reasonably available respecting any of the Assigned Intellectual Property; (d) provide testimony for, or be joined in, any proceeding to obtain, enforce and/or defend any of the Assigned Intellectual Property; and (e) generally do everything reasonably necessary to aid Assignee in obtaining and enforcing the Assigned Intellectual Property, all at Assignee's request and expense.

IN TESTIMONY WHEREOF, WE have hereunto set our hand(s).

Dated as of January 9th, 2004.

FISONS LIMITED

By: J. Lasowski
Name: Juergen Lasowski
Title: Vice President
Business Development & Strategy
North America,
Aventis Pharmaceuticals, Inc.,
Authorized Signatory for Fisons Limited

State of: NJ)
County of: Essex) SS.

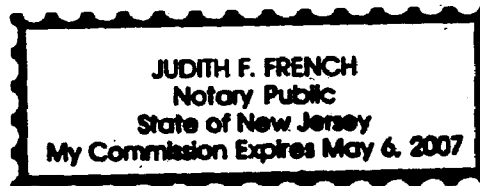
On this 9th day of January, 2004, personally appeared Juergen Lasowski before me a Notary Public for the State of New Jersey, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

By: Judith F. French
Signature of Notary Public

Residing at: _____

Seal

My Commission Expires: 5/6/07



Schedule A

Patents

File	Country	Serial Number	Patent Number	Status
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FI3126A	USA	1727,322	5,260,306	Abandoned
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