

FORM PTO-1595 (modified)

(Rev 6-93)

REC

03-16-2004

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

SHEET

To the Director of the United States Patent and Trademark Office

102695934

Attached original documents or copies thereof.

1. Name of conveying party(ies):

Johnson & Johnson Research Pty Ltd.



Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

May 1, 2003

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

Johnson & Johnson Pharmaceutical Research
and Development LLC
1000 Route 202
Raritan, New Jersey 08869

Additional name(s) & address(es) attached?

NO

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

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

A. Patent Application Number(s):

09/977,217

B. Patent Number(s):

6,649,362

Additional numbers attached? NO

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

Stephen A. Bent
FOLEY & LARDNER LLP
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Stephen A. Bent

March 10, 2004

Name of person signing

Signature

Date

03/15/2004 DBYRNE 00000101 09977217

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40.00 OP

Total number of pages including cover sheet, attachments, and document: 7

Deed of Assignment

**Johnson & Johnson Research Pty Ltd
ACN 003 328 176**

Johnson & Johnson Pharmaceutical Research and Development LLC

S/1608238/3

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Melbourne VIC 3000
Telephone: + 61 3 9679 3065
Fax: + 61 3 9679 3111

Ref: WJP:DAAS:13392737

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ASSIGNMENT OF APPLICATIONS AND PATENTS

DATE

PARTIES

Johnson & Johnson Research Pty Ltd, A.C.N. 003 328 176, Australian Technology Park, Level 4, 1 Central Avenue, Eveleigh, New South Wales, 1430, Australia ("**Assignor**")

Johnson & Johnson Pharmaceutical Research and Development LLC, 1000 Route 202, Raritan, New Jersey 08869, United States of America ("**Assignee**")

RECITALS

Pursuant to a written agreement dated 25 March 2003 ("**March 2003 Agreement**") Assignor and Assignee agreed that in consideration of payments referred to in the March 2003 Agreement the Assignor would:

- (a) assign to the Assignee all of the Assignor's rights, titles and interests in the Applications and Patents; and
- (b) execute a Deed of Assignment in favour of the Assignee in respect of the Applications and Patents.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following definitions apply in this Deed.

"**Applications**" means the patent applications described in the Schedule and any divisional applications from any of them and any amendments, continuations or continuations-in-part of any of them.

"**Party**" means each and either of the Assignor and Assignee as the context requires, and "**Parties**" means both of them.

"**Patents**" means the registered patents described in the Schedule and any divisional applications from any of them and any amendments, extensions, re-issues, or re-grants of any of them.

"**Schedule**" means a schedule to this Deed.

2. ASSIGNMENT

In consideration of the Assignee paying and having paid to the Assignor the amounts in **Clause 4** of the March 2003 Agreement, the Assignor, as legal and beneficial owner, assigns and transfers to the Assignee, absolutely all of its rights, interests and titles in and to the Applications and the Patents and the inventions disclosed in those Applications and Patents.

3. REGISTRATION

The Assignor undertakes at the expense of the Assignee to do all acts and execute all documents reasonably necessary to ensure that the Applications and the Patents will issue in the name of the Assignee. In the event of default, the Assignor will appoint the nominee of the Assignee as the Assignor's attorney for that purpose.

4. INFRINGEMENT

The assignment referred to in **Clause 2** includes the right to bring and maintain suits in respect of infringements arising before the date of this Deed.

5. WARRANTIES

The Assignor and Assignee warrant that:

- (a) each has the power to enter into and perform this Deed; and
- (b) this Deed is a legal and valid obligation binding upon each of them and enforceable in accordance with its terms.

6. DISPUTE RESOLUTION

- 6.1 Neither Party may start court proceedings (except proceedings seeking urgent interlocutory relief) in respect of a dispute relating to, or arising under, this Deed ("**Dispute**"), unless it has first complied with this **Clause 6**.
- 6.2 A Party claiming that a Dispute has arisen must notify the other party in writing.
- 6.3 Within seven (7) working days after a notice is given under **Clause 6.2** the Dispute will be referred to the respective Managing Director or equivalent corporate officer of the Parties to enable them to seek a mutual resolution through discussion and negotiation. If the Dispute is not resolved within thirty (30) days after a notice is given under **Clause 6.2** (or if the Parties agree a longer period, that longer period) then the Dispute will be dealt with in accordance with **Clause 6.4**.
- 6.4 If a Dispute is not resolved within the thirty (30) day period referred to in **Clause 6.3**, the Dispute must be referred to a committee nominated by each Party to resolve the Dispute or if the Parties do not agree on a committee within ten (10) days of being required to nominate a committee, a mediator nominated by the then current Chief Executive Officer of the Australian Commercial Dispute Centre ("**ACDC**") or the Chief Executive Officer's nominee using the ACDC Mediation Guidelines. If the Dispute cannot be resolved by mediation within a period of thirty (30) days from the date on which a mediator is appointed, the Parties may seek to resolve the Dispute by court proceedings.

7. NOTICES

Any notice under this Deed must be in writing and will be considered delivered when sent by pre-paid registered mail or facsimile (providing a printed confirmation that the facsimile was successfully sent is obtained) and addressed to the Party's following address or at such substituted address as that Party may have notified to the other Party in writing:

(a) **Assignor**

Johnson & Johnson Research Pty Limited
1 Central Avenue
Australian Technology Park
EVELEIGH NSW 1430

Facsimile: (61) 2 8396 5894

Attention: The Managing Director

(b) **Assignee**

Johnson & Johnson Pharmaceutical Research and Development LLC
1000 Route 202
Raritan, New Jersey 08869 USA

Facsimile: (1) 908 218 0003

Attention: President

8. AMENDMENT

This Deed may only be varied or replaced by a written agreement executed by the Parties.

9. WAIVER AND EXERCISE OF RIGHTS

9.1 A single or partial exercise or waiver by a Party of a right relating to this Deed does not prevent any other exercise of that right or the exercise of any other right.

9.2 A Party is not liable for any loss, cost or expense of the other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

10. RIGHTS CUMULATIVE

Except as expressly stated otherwise in this Deed, the rights of a Party under this Deed are cumulative and are in addition to any other rights of that Party.

11. GOVERNING LAW AND JURISDICTION

11.1 This Deed is governed by and is to be construed in accordance with the laws in force in New South Wales, Australia.

11.2 The Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts sitting in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

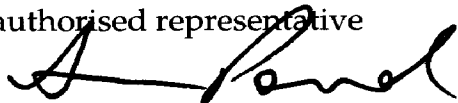
EXECUTED as a deed by the Assignor this

15th day of

May

2003

SIGNED for and on behalf of JOHNSON
& JOHNSON RESEARCH PTY
LIMITED, A.C.N. 003 328 176, by its duly
authorised representative



Signature of representative

SUSAN POND

Name

MANAGING DIRECTOR

Position

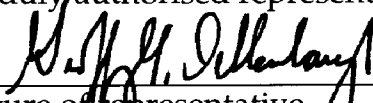
EXECUTED as a deed by the Assignee this

12th day of

May

2003

SIGNED for and on behalf of JOHNSON
& JOHNSON PHARMACEUTICAL
RESEARCH AND DEVELOPMENT LLC,
by its duly authorised representative



Signature of representative

F. DELLENBAUM

Name

EXEC. DIR. LICENSING

Position

SCHEDULE
APPLICATIONS AND PATENTS

A Method of Modulating Cell Activity

Country	Application No. Patent No.	Status
Canada	2302838	Pending
Australia	89658/98 757358	Accepted
Japan	2000-510431	Pending
Europe	98941157.4	Pending
USA	09/977217	Pending

Sphingosine Kinase Enzyme

Country	Application No. Patent No.	Status
Korea (South)	2001-7014462	Pending
Japan	2000-618434	Pending
New Zealand	515132	Pending
Singapore	200106744-6	Pending
USA	09/959897	Pending
Europe	00926537.2	Pending
Canada	2372541	Pending
Australia	45239/00	Pending