

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Boehringer Ingelheim International GmbH	09/01/2004
RECEIVING PARTY DATA	
Name:	Boehringer Ingelheim Austria GmbH
Street Address:	Dr. Boehringer-Gasse 5-11
City:	Wien
State/Country:	AUSTRIA
Postal Code:	A-1121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09969136
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	1100 New York Avenue, NW
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NAME OF SUBMITTER:	Gaby L. Longworth
Total Attachments: 3 source=0652350000assignment#page1.tif source=0652350000assignment#page2.tif source=0652350000assignment#page3.tif	

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PATENT
REEL: 015138 FRAME: 0889

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Boehringer Ingelheim International GmbH**, a corporation organized and existing under the laws of Germany and having an office and place of business at **Binger Strasse 173, D-55216 Ingelheim am Rhein, Germany** (the "Assignor"), hereby sells and assigns to **Boehringer Ingelheim Austria GmbH**, a corporation formed under the laws of Austria, having an office and place of business at **Dr. Boehringer-Gasse 5-11, A-1121 Wien, Austria** (the "Assignee"), its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

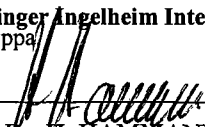
The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

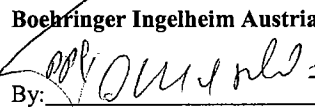
The Assignor hereby grants Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further

information regarding the patents and patent applications so identified in such Schedule A 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.

SIGNED on behalf of the said ASSIGNOR,

Boehringer Ingelheim International GmbH
ppa. ppa.
By: 
Name: Dr. H. HAMMANN Dr. H.-G. KLÄS
Title: Corp. Director Patents Head of Patent Department
Date: September 1st, 2004

SIGNED on behalf of the said ASSIGNEE,

Boehringer Ingelheim Austria GmbH
P.P.A.
By: 
Name: Dr. E. TOMASCIK Dr. R. PETSCHKE
Title: Legal Counsel MARKETING / SALES
Date: 31. 8. 2004

SCHEDULE A

UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
09/969,136	October 3, 2001		

OTHER INTERNATIONAL APPLICATIONS AND PATENTS

<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>
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