

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies):

Elan Corporation PLC
First Assignor

7/31/2004
Date of Execution

Second Assignor

Date of Execution

Third Assignor

Date of Execution

Fourth Assignor

Date of Execution

Fifth Assignor

Date of Execution

Sixth Assignor

Date of Execution

Additional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

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

Name: CEPHALON, INC.

Street Address: 145 BRANDYWINE PARKWAY

City: WEST CHESTER

State: PA

ZIP: 19380

Additional name(s) & address attached? ☐ YES ☒ NO

3. Nature of Conveyance (check only one):

☒ New Assignment

☐ License Agreement

☐ Change of Name

☐ Merger

☐ Security Agreement

☐ Other:

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:

60/054,432
09/127,210

8/01/1997
7/31/1998

Patent Nos.:

Date application was signed by the first
named executing inventor

(Fill-in this date only if assignment is filed
together with a new application)

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

Name: Suzanne E. Miller, Esq.
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-3100

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$80.00

☐ Enclosed

☒ Authorized to be charged to Deposit Account Number
23-3050

8. Please charge any deficiency or credit any overpayment to
Deposit Account Number 23-3050

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.

Deborah M. Wilkinson

Name of Person Signing/Reg. No.

Signature

November 2, 2004
Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 10

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT

700127826

REEL: 015325 FRAME: 0834

CH \$80.00 233050 60064432

THIS PATENT ASSIGNMENT IS EFFECTIVE THIS 31ST DAY OF JULY 2004 ("Effective Date")

BETWEEN:

Elan Corporation PLC, whose principal place of business is located at Lincoln House, Lincoln Place, Dublin 2, Ireland ("Elan")

and

Cephalon, Inc., whose principal place of business is located at 145 Brandywine Parkway, West Chester, PA 19380, United States of America ("Cephalon")

WHEREAS:

- (A) Elan is the beneficial owner of the subject matter and inventions in the patents and patent applications related to controlled-release formulations of diaphragm, including those listed in Schedule 1 to this Assignment ("the Patents"); and
- (B) Elan has agreed to assign the Patent Rights (as defined below) to Cephalon as of the Effective Date, subject to and in accordance with the terms and conditions of this Assignment.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 ASSIGNMENT

- 1.1 Elan hereby ASSIGNS as beneficial owner absolutely to Cephalon free from encumbrances all its right, title and interest in and to the Patents, and any and all continuations, continuations-in-part, divisions, reissues, re-examinations, or extensions derived therefrom, including all international counterparts thereof, including substitutions, confirmations, registrations, revalidations, extensions, supplemental protection certificates, administrative protection certificates (or other similar government actions) which provide exclusive rights to the patent assignee ("Patent Rights") to the intent that the grant of any patents thereon shall be in the name of and vest in Cephalon or its nominated designees together with all rights and powers arising or accrued therefrom including, but not limited to, the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patent Rights or accompanying any application therefor or accompanying any of the Patent Rights prior to the date hereof;
- 1.2 Elan further covenants that at the request and cost of Cephalon it will at all times hereafter do all such acts, provide all available documentation and execute and deliver all such documents as may be necessary or desirable to secure the vesting, and to perfect the title in Cephalon and its successors, assigns or legal representatives of all rights assigned to Cephalon hereunder (including, without limitation, the execution of the Assignment form attached hereto as Exhibit A) and to assist in the resolution of any question or legal dispute concerning the Patent Rights.
- 1.3 Elan is the record owner of the Patent Rights and that as record owner has the right to make this assignment. Elan further represents and warrants that it has not discussed or entered into any negotiation with any third party related to the Patent Rights nor granted any licenses to the Patent Rights to any third party. Elan further warrants and represents that to the best of its knowledge no person is infringing the Patent Rights.

1.4 Following the Effective Date, Cephalon agrees that it shall be responsible for the filing, prosecution and maintenance of the Patents, including, without limitation, all costs associated therewith.

1.5 It is recognised and understood that certain maintenance fees are required to be paid in respect of the Patents on or prior to the Effective Date, as more particularly set out in Schedule 2, and it is agreed that Elan shall make payment in respect of such fees and Cephalon shall reimburse Elan in respect thereof upon receipt of a written request for reimbursement therefor.

2 FINANCIAL PROVISIONS

2.1 In consideration for the assignment of the Patent Rights by Elan to Cephalon, Cephalon hereby agrees to pay to Elan the sum of One Hundred and Fifty Thousand United States Dollars (US\$150,000), which payment shall be made by Cephalon to Elan within ten (10) days of the Effective Date by electronic transfer to Elan's bankers in accordance with the following:

Bank:	Bank of Ireland Treasury & International Department Colville House, Talbot Street Dublin 1, Ireland
Swift Address:	BOFI IE2D
Sort code:	90 13 94
Account Name:	Elan Corporation plc
Account Number:	3532 2398

2.2 The consideration set out in Clause 2.1 is exclusive of Value Added Tax, which shall, to the extent appropriate, be payable in addition by Cephalon on the rendering by Elan of an appropriate Value Added Tax invoice and the consideration payment shall be made in full without deduction of taxes, charges or other duties that may be imposed.

2.3 For the avoidance of doubt, Cephalon agrees and confirms that it will be responsible at its cost for the payment of any taxes, charges or duties relating to the assignment of the Patent Rights hereunder, including without limitation any stamp duty that may be payable as a result thereof.

3 PROVISION OF DOCUMENTATION; NO ADVERSE DISCLOSURE

3.1 Within ten (10) days of the Effective Date, Elan shall at its cost arrange for any and all patent prosecution files relating to the Patent Rights to be transferred to Cephalon marked for the attention of Eric Voelk, Director, Intellectual Property and Patent Counsel.

3.2 In addition to the provisions of Clause 3.1 above, within thirty (30) days of the date hereof, Elan shall at its cost arrange for copies of all documents in its possession relating to the preparation, filing, prosecution, maintenance, enforcement, or defense of the Patent Rights to be sent to Cephalon marked for the attention of Eric Voelk, Director, Intellectual Property and Patent Counsel.

3.3 To the extent that Elan discovers any original documentation relating to the Patent Rights, it agrees and undertakes to deliver such documentation to the order of Cephalon in connection with the preparation, filing, prosecution, maintenance, enforcement or defense of the Patent Rights.

- 3.4 Elan agrees and undertakes that as of the Effective Date it shall not make any public disclosures relating to the Patent Rights without the prior written consent of Cephalon.

4 MISCELLANEOUS

- 4.1 Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior written or oral representations, agreements or understandings between them relating to the subject matter of this Assignment and it is further confirmed that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds that provided in Clause 2.1 hereof. No variation or amendment of this Assignment shall bind either party unless made in writing and executed by duly authorized representatives of both parties.
- 4.2 No Waiver. A failure by either party to exercise or enforce any rights conferred upon it by this Assignment shall not be deemed to be a waiver of any such rights or operates so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 4.3 Independent Relationship. The relationship between the parties will be that of independent contractors. Nothing contained in this Assignment shall be construed to imply a joint venture, principal or agent relationship or other joint relationship, and neither party will have the right, power or authority to bind or create any obligation, express or implied, on behalf of the other party.
- 4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document.
- 4.5 Notices. All notices shall be in writing, in the English language and shall be given by delivery by hand, courier, post or by facsimile transmission (with a copy sent by first class mail) to the address or facsimile number as either party may notify to the other from time to time and shall be addressed to the representatives of the parties as set out below:

Cephalon: Cephalon, Inc., 145 Brandywine Parkway, West Chester, PA 19380, USA
Attention: Chief Patent Counsel
Fax: +610 344 0066

Elan: Elan Corporation PLC, Lincoln House, Lincoln Place, Dublin 2, Ireland
Attention: Executive Vice President and Company Secretary
Fax: 353-1-708-4713

And copy to:

Elan Pharmaceuticals, Inc. 800 Gateway Boulevard, South San Francisco,
CA 94080, US
Attention: Chief Patent Counsel
Fax: +650 553 7165

Any notice given shall be deemed to have been given at the time of delivery (if sent by hand or courier), at the time of successful transmission as evidenced by a successful transmission report (if sent by facsimile) or five (5) business days after posting (if sent by first class mail) provided always that if delivery occurs after 5.30pm, then delivery shall be deemed to take place on the next business day.

- 4.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of Delaware and the parties submit to the exclusive jurisdiction of the Delaware courts.

IN WITNESS whereof the parties hereto have executed this Assignment the day and year first above mentioned.

SIGNED for and on behalf
of CEPHALON, INC.

} Name: John E. Osborn
Title: Senior Vice President,
General Counsel and Secretary



SIGNED for and on behalf
of ELAN CORPORATION PLC

} Name: William F. Daniel
Title: Executive Vice President & Company Secretary

SCHEDULE 1**The Patents**

PATENT NUMBER	STATUS	COUNTRY	APPROXIMATE DATE	DESCRIPTION
88937738.7	ISSUED	AUSTRIA	7/30/98	Irish Patent application No. 870588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
88937738.7	ISSUED	BELGIUM	7/30/98	Irish Patent application No. 870588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
2,299,484	PENDING	CANADA	7/30/98	Irish Patent application No. 870588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
88937738.7	ISSUED	SWITZERLAND	7/30/98	Irish Patent application No. 870588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
88937738.7	ISSUED	CYPRUS	7/30/98	Irish Patent application No. 870588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997

Patent Application No.	Status	Country	Application Date	Final Date
08937738.7	ISSUED	EUROPEAN PATENT	7/30/98	August 1, 1997 Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
08937738.7	ISSUED	FINLAND	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
08937738.7	ISSUED	FRANCE	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
08937738.7	ISSUED	GERMANY	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
08937738.7	ISSUED	GREECE	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
08937738.7	ISSUED	DENMARK	7/30/98	Irish Patent application No. 970588 filed

Patent Application No.	Status	Country	Application Date	Priority Date
				August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
98937736.7	ISSUED	SPAIN	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
1997/0588	ISSUED	IRELAND	8/08/97	
98937736.7	ISSUED	ITALY	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
2000-504868	PENDING	JAPAN	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
98937736.7	ISSUED	LUXEMBOURG	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 60/054,432 filed August 1, 1997
98937736.7	ISSUED	MONACO	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional

Patent Application No.	Status	Country	Application Date	Priority Date
				patent application No. 80/054,432 filed August 1, 1997
98937738.7	ISSUED	NETHERLANDS	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
98937738.7	ISSUED	PORTUGAL	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
98937738.7	ISSUED	SWEDEN	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
98937738.7	ISSUED	UNITED KINGDOM	7/30/98	Irish Patent application No. 970588 filed August 8, 1997 and U.S. provisional patent application No. 80/054,432 filed August 1, 1997
80/054,432	EXPIRED	UNITED STATES	8/01/97	
09/127,210	ISSUED	UNITED STATES	7/31/98	U.S. provisional patent application No. 80/054,432 filed August 1, 1997.
PCT/IE9800067	PUBLISHED	WIPO	7/30/98	

Patent Application No.	Status	Country	Application Date	Priority Date
98/8889	ISSUED	SOUTH AFRICA	7/31/88	Irish Patent application No. 970588 filed August 8, 1987 and U.S. provisional patent application No. 60/054,432 filed August 1, 1987