



**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Elan Pharmaceuticals, Inc.  
800 Gateway Boulevard  
South San Francisco, California 94080

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**SUBSTITUTED PYRAZOLE DERIVATIVES AND RELATED COMPOUNDS AS  
BRADYKININ B1 RECEPTOR ANTAGONISTS**

as set forth in this United States Patent Application

*check one*      executed concurrently herewith,  
                   executed on \_\_\_\_\_,  
 Serial No. 10/837,231    Filed: 4/29/2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

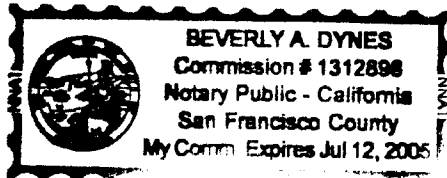
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 26 day of August, 2004

Jay S. Tung  
JAY S. TUNG

State of California  
County of San Mateo )ss.

On this 26 day of August, 2004, before me, a notary public in and for said county, appeared JAY S. TUNG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Beverly A. Dynes  
Notary Public

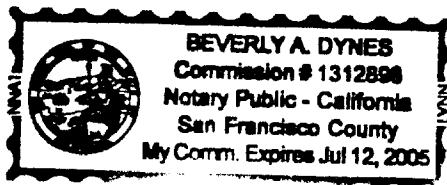
My Commission Expires: July 12, 2005

Executed this 26 day of August, 2004.

Albert W. Garofalo  
ALBERT W. GAROFALO

State of California  
County of San Mateo )ss.

On this 26 day of August, 2004, before me, a notary public in and for said county, appeared ALBERT W. GAROFALO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Beverly A. Dynes  
Notary Public

My Commission Expires: July 12, 2004

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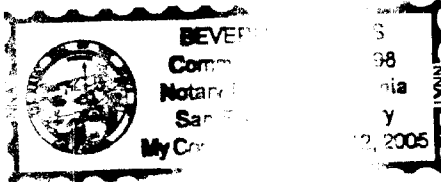
*Michael A Pleiss*

MICHAEL A. PLEISS

State of California )  
County of San Mateo )ss.

On this 26<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared MICHAEL A. PLEISS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



*Beverly A. Dynes*  
Notary Public  
My Commission Expires: July 12, 2005

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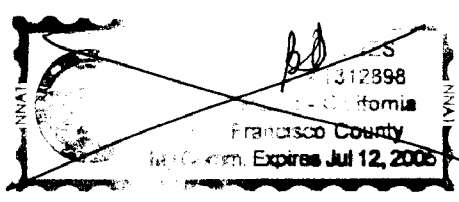
*Jing Wu*

JING WU

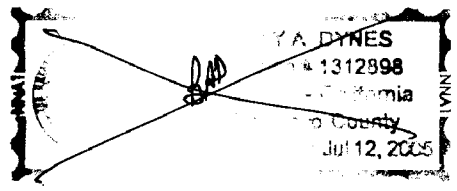
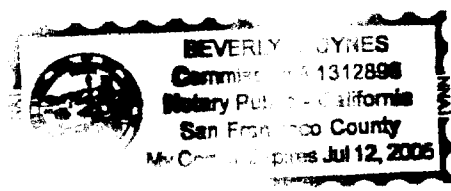
State of California )  
County of San Mateo )ss.

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*Beverly A. Dynes*  
Notary Public  
My Commission Expires: July 12, 2005

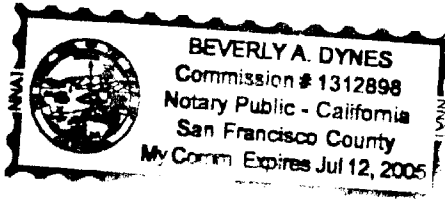


Executed this 26 day of Aug., 2004.

David W. Wone  
DAVID W.G. WONE

State of California )  
County of San Mateo )ss.

On this 26<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared DAVID W.G. WONE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Beverly A. Dynes  
Notary Public

My Commission Expires: July 12, 2005

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ASHLEY C. GUINN

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared ASHLEY C. GUINN, who is personally known to me to be he same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

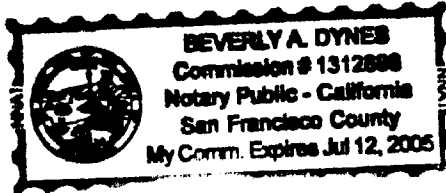
(Seal)

Executed this 25<sup>th</sup> day of August, 2004.

Darren B. Dresen  
DARREN B. DRESSEN

State of California )  
County of San Mateo )ss.

On this 25<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared DARREN B. DRESSEN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



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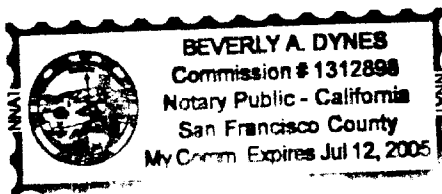
Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

Executed this 26 day of August, 2004.

R. Jeffrey Neitz  
R. JEFFREY NEITZ

State of California )  
County of San Mateo )ss.

On this 26<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared R. JEFFREY NEITZ, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

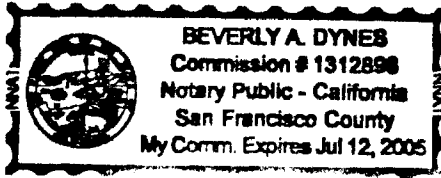
Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

Executed this 25 day of August, 2004.

Jennifer Marugg  
JENNIFER MARUGG

State of California )  
County of San Mateo )ss.

On this 25<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared JENNIFER MARUGG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

Executed this 25 day of August, 2004.

Martin Neitzel  
MARTIN NEITZEL

State of California )  
County of San Mateo )ss.

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(Seal)

Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005



Atty. Dkt. No. 342837-0200

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                   executed on \_\_\_\_\_  
 Serial No. 10/837,231 Filed: 4/29/2004

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Page 1 of 7

025.5175.1

**PATENT**  
**REEL: 015801 FRAME: 0261**

Atty. Dkt. No. 342837-0200

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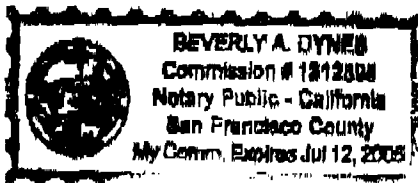
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Executed this 26 day of August, 2004

Jay S. Tung  
JAY S. TUNG

State of California  
County of San Mateo

On this 26 day of August, 2004, before me, a notary public in and for said county, appeared JAY S. TUNG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

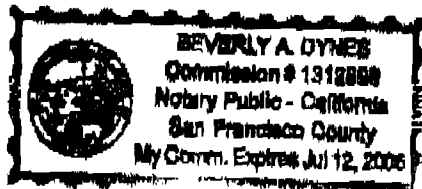
Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

Executed this 26 day of August, 2004.

Albert W. Garofalo  
ALBERT W. GAROFALO

State of California  
County of San Mateo

On this 26 day of August, 2004, before me, a notary public in and for said county, appeared ALBERT W. GAROFALO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



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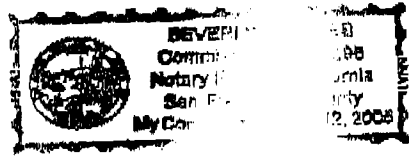
Executed this 26 day of August, 2004

*Michael A Pleiss*

MICHAEL A. PLEISS

State of California  
County of San Mateo

On this 26<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared MICHAEL A. PLEISS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

*Beverly A. Dynes*  
Notary Public  
My Commission Expires: July 12, 2005

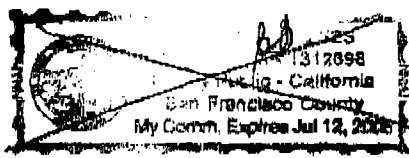
Executed this 26<sup>th</sup> day of Aug., 2004

*Jing Wu*

JING WU

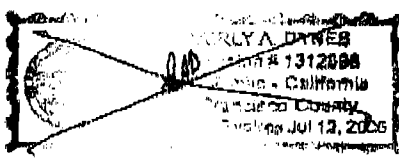
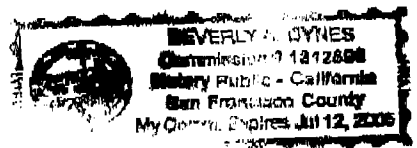
State of California  
County of San Mateo

On this 26<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared JING WU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

*Beverly A. Dynes*  
Notary Public  
My Commission Expires: July 12, 2005



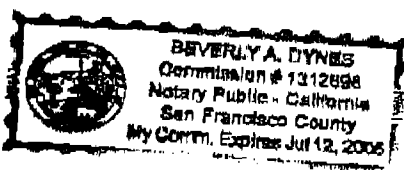
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State of California  
County of San Mateo

David W. Wone  
DAVID W.G. WONE

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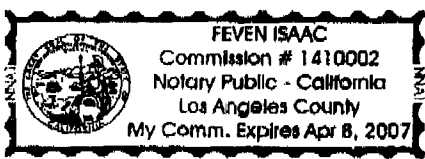
Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

Executed this 8<sup>th</sup> day of September, 2004.

State of California  
County of Los Angeles

Ashley C. Guinn  
ASHLEY C. GUINN

On this 8<sup>th</sup> day of September, 2004, before me, a notary public in and for said county, appeared ASHLEY C. GUINN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Feven Isaac  
Notary Public  
My Commission Expires: 04-08-07

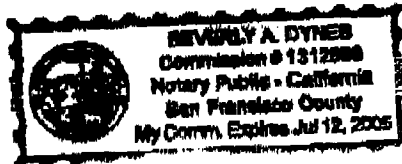
Atty. Dkt. No. 342837-0200

Executed this 25<sup>th</sup> day of August, 2004.

Darren B. Dessen  
DARREN B. DRESSEN

State of California  
County of San Mateo ) ss.

On this 25<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared DARREN B. DRESSEN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

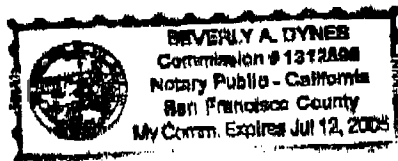
Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

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R. Jeffrey Neitz  
R. JEFFREY NETTZ

State of California  
County of San Mateo ) ss.

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(Seal)

Beverly A. Dynes  
Notary Public  
My Commission Expires: July 12, 2005

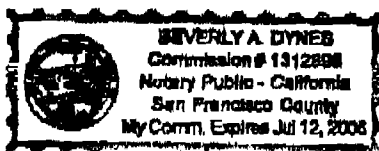
Atty. Dkt. No. 342837-0200

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County of San Mateo )ss.

Jennifer Marugg  
JENNIFER MARUGG

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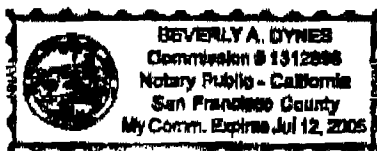
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Martin Neitzel  
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