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FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G- 14577.0023US01

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

BIOVAIL LABORATORIES INCORPORATION

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

TEVA PHARMACEUTICALS CURACAO N.V.
SCHOTEGATWEG OOST 29 D
CURACAO
NETHERLANDS ANTILLESAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: January 7, 2005

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

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)

6,338,857

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ronald A. Daignault
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Ronald A. Daignault

Name of Person Signing

Signature

2/4/2005

Date

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

Do not detach this portion

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

Mail Stop Assignment Recordation Services
 Director - U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/10/2005 DBYRME 00000090 132725 6338857



PATENT
 REEL: 016237 FRAME: 0506

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS ("Agreement") is made and entered into as of this 30th day of September, 2004, by and between BIOVAIL LABORATORIES INCORPORATED, a Barbados corporation with offices at Chelston Park, Building 2, Collymore Rock, St. Michael BH1, Barbados, West Indies ("Assignor"), and TEVA PHARMACEUTICALS CURACAO N.V., a Netherlands Antilles company with offices at Schotegatweg Oost 29 D, Curacao, Netherlands Antilles ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 30, 2004 (the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the sale, transfer and assignment by Assignor to Assignee of all of the Assignor's right, title and interest in and to U.S. Patent No. 6,338,857 (which relates to the Carbamazepine Product), and all continuing applications, re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions thereof (the "Patent").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights. Assignor hereby irrevocably sells, transfers and assigns to Assignee and Assignee's successors and assigns all of the Assignor's right, title and interest in and to the Patent and the inventions covered thereby, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all patents and applications for the Patent to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all patents which may issue with respect to any applications for a patent included in the Patent, in accordance with this Agreement.

3. General Provisions.

(a) This Agreement is to be read in conjunction with the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.



(b) This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof). Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the Southern District of the State of New York or the United States of America, in each case located in the New York County, hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

(c) This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto.

(d) The failure of any party to enforce any terms or provisions of this Agreement will not waive any rights under such terms and provisions.

(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have made, entered into and executed this Agreement as of the date first written above.

BIOVAIL LABORATORIES INCORPORATED

By: *[Signature]*
Name: *John F. R. McCarthy*
Title: *Vice President, General Manager*

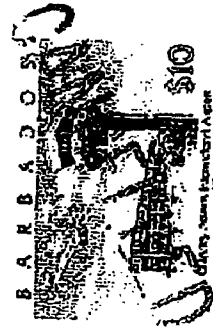
TEVA PHARMACEUTICALS CURACAO N.V.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[ASSIGNMENT OF PATENTS]

STATE OF N/A)
COUNTRY OF BARBADOS) SS:



On this 13th day of January, 2004, before me personally appeared John A.L. McCleery ^{Identified himself} to me personally known, who, being duly sworn, did say that he is the VP Gen Mgr of Biovail Laboratories Incorporated and that he duly executed the foregoing instrument for and on behalf of Biovail Laboratories Incorporated, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 13th day of January, 2004.

Notary Public

GEOFFREY W. HINDS
DEPUTY REGISTRAR AND AS SUCH
A NOTARY PUBLIC IN
AND FOR BARBADOS

STATE OF)
COUNTRY OF) SS:

On this 1st day of January, 2004, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he is the _____ of Teva Pharmaceuticals Curacao N.V. and that he duly executed the foregoing instrument for and on behalf of Teva Pharmaceuticals Curacao N.V., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of January, 2004.


Notary Public


IN WITNESS WHEREOF, the parties hereto have made, entered into and executed this Agreement as of the date first written above.

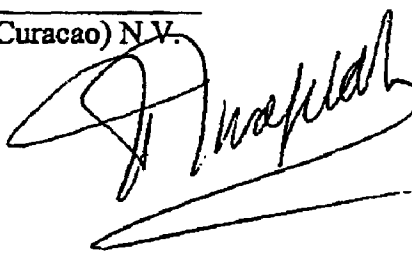
BIOVAIL LABORATORIES INCORPORATED

By: _____
Name:
Title:

TEVA PHARMACEUTICALS CURACAO N.V.

By: 
Name: Ido Weinstein
Title: Managing Director

By: 
Name: MeesPierson Trust (Curacao) N.V.
Title: Managing Director



[ASSIGNMENT OF PATENTS]

STATE OF)

) SS:

COUNTY OF)

On this ____ day of January, 2005, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of Biovail Laboratories Incorporated and that he duly executed the foregoing instrument for and on behalf of Biovail Laboratories Incorporated, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this ____ day of January, 2005.

Notary Public

NETHERLANDS)	#TEVA PHARMACEUTICALS CURACAO N.V. and Mrs. JANINE J.
STATE OF- ANTILLES)	NORDELDT-ROMIJN and Mrs. LUCIE DE JONG, both holders of
) SS:	procuration of MEESPIERSON TRUST (CURACAO) N.V.,
COUNTY OF CURACAO)	I say

On this 7th day of January, 2005, before me personally appeared Mr. IDO WEINSTEIN, ~~managing director of # to me personally known, who, being duly sworn, did say that he is~~ the managing director of Teva Pharmaceuticals Curacao N.V. and that they duly executed the foregoing instrument for and on behalf of Teva Pharmaceuticals Curacao N.V., being duly authorized to do so and that said individuals acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 7th day of January, 2005.



G.C.A. Smeets
Notary Public
Residing in Curacao,
Netherlands Antilles.

[Handwritten signatures]

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: SETH, Pawan
Serial No.: 09/579,391
Filed: May 26, 2000

Patent No.: 6,338,857
Issued: January 15, 2002

Title: SUSTAINED RELEASE CARBAMAZEPINE PHARMACEUTICAL COMPOSITION FREE
OF FOOD EFFECT AND A METHOD FOR ALLEVIATING FOOD EFFECT IN DRUG
RELEASE

TRANSMITTAL SHEET

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

23552

PATENT TRADEMARK OFFICE

Sir:

We are transmitting herewith the attached:

- ☒ Transmittal Sheet in duplicate (w/fee authorization)
- ☒ Assignment Cover Sheet
- ☒ Assignment of U.S. Patent 6,338,857
- ☒ Return postcard

Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers or any future reply, if appropriate. Please charge Deposit Account No. 13-2725 in the amount of \$40.00 (assignment recordation fee). A duplicate of this sheet is enclosed for this purpose.

Date: 2/4/2005

By: Ronald A. Daignault
Name: Ronald A. Daignault
Reg. No.: 25,968

MERCHANT & GOULD P.C.
P.O. Box 2903, Minneapolis, MN 55402-0903
202-625-8380

(PTO TRANSMITTAL - GENERAL)

RECORDED: 02/04/2005

PATENT
REEL: 016237 FRAME: 0513