

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

**Andrei W. KONRADI
Michael A. PLEISS
Eugene D. THORSETT
Darren B. DRESSEN
Francine S. GRANT
Christopher M. SEMKO
Ying-Zi XU**

Additional conveying party(ies)

NO

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

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

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

**8/16/2005, 8/26/2005, 8/16/2005, 8/25/2005,
8/26/2005, 8/18/2005, 8/29/2005 respectively**

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):

10/748,089

B. Patent Number(s):

Additional numbers attached? **YES**

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

**Stephen Todd
FOLEY & LARDNER LLP
1530 Page Mill Road
Palo Alto, California 94304-1125**

6. Total number of applications/patents involved: **1**7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Check Enclosed

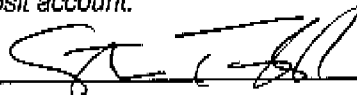
 Charge to deposit account8. Deposit account number: **50-0872****DO NOT USE THIS SPACE**

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. 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 Todd

Reg. No. 47,139
Name of person signing



Signature

September 26, 2005

Date

Total number of pages including cover sheet, attachments, and document: **15**

CH \$40.00 500872 10748089

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

HETEROARYL, HETEROCYCLIC AND ARYL COMPOUNDS WHICH INHIBIT LEUKOCYTE ADHESION MEDIATED BY VLA-4

as set forth in this United States Patent Application

check one executed concurrently herewith,
 executed on _____,
 Serial No. 10/748,089 Filed 12/29/2003

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.

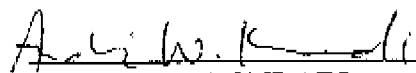
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, 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 16 day of August, 2005.


ANDREI W. KONRAD

Executed this 26 day of August, 2005.


MICHAEL A. PLEISS

Executed this _____ day of August, 2005.

EUGENE D. THORSETT
[Signature]

DARREN B. DRESSEN

Executed this 25 day of August, 2005.

Executed this _____ day of August, 2005.

FRANCINE S. GRANT
[Signature]

CHRISTOPHER SEMKO

Executed this 16 day of August, 2005.

Executed this 29 day of August, 2005.

[Signature]

YING-ZI XU

State of _____

County of _____

On _____ before me, _____
Name of Notary Public

Personally appeared _____
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

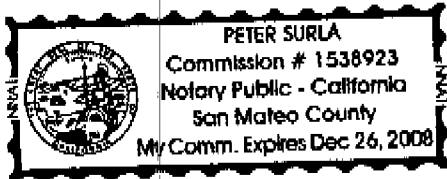
On AUGUST 16, 2005, before me, Peter Surla, Notary Public

Personally appeared Andrei Konradi

Name of Signer

personally known to me

proved to me on the basis of satisfactory evidence



to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Peter Surla

Signature of Notary Public
Peter Surla
State of California
Commission No. 1538923
My commission expires: December 26, 2008

Title or Type of Document: ASSIGNMENT - WORLDWIDE

Number of Pages: 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On AUGUST 26, 2005, before me, Peter Suria, Notary Public

Personally appeared Michael Pleiss
Name of Signer

personally known to me

proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Peter Suria

Signature of Notary Public
Peter Suria
State of California
Commission No. 1538923
My commission expires: December 26, 2008

Title or Type of Document: ASSIGNMENT - WORLDWIDE

Number of Pages: 3

PATENT

REEL: 016841 FRAME: 0186

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

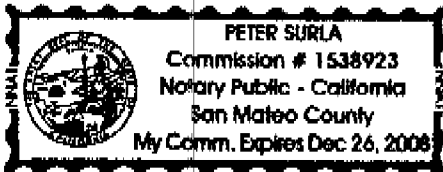
On AUGUST 25TH, 2005, before me, Peter Surla, Notary Public

Personally appeared Darren Dressen

Name of Signer

personally known to me

proved to me on the basis of satisfactory evidence



to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Peter Surla", written over a horizontal line.

Signature of Notary Public

Peter Surla

State of California

Commission No. 1538923

My commission expires: December 26, 2008

Title or Type of Document: ASSIGNMENT - WORLDWIDE

Number of Pages: 3

PATENT

REEL: 016841 FRAME: 0187

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On AUGUST 15, 2005, before me, Peter Surla, Notary Public

Personally appeared Christopher Semko
Name of Signer

personally known to me

proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Peter Surla

Signature of Notary Public
Peter Surla
State of California
Commission No. 1538923
My commission expires: December 26, 2008

Title or Type of Document: ASSIGNMENT - WORLDWIDE

Number of Pages: 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On AUGUST 29, 2005, before me, Peter Surla, Notary Public

Personally appeared Ying-Zi Xu

Name of Signer

personally known to me

proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

Peter Surla

Signature of Notary Public

Peter Surla

State of California

Commission No. 1538923

My commission expires: December 26, 2008

Title or Type of Document: ASSIGNMENT - WORLOWIDE

Number of Pages: 3

PATENT

REEL: 016841 FRAME: 0189

ASSIGNMENT - WORLDWIDE

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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

**HETEROARYL, HETEROCYCLIC AND ARYL COMPOUNDS WHICH INHIBIT
LEUKOCYTE ADHESION MEDIATED BY VLA-4**

as set forth in this United States Patent Application

check one executed concurrently herewith,
 executed on _____,
 Serial No. 10/748,089. Filed 12/29/2003

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Executed this _____ day of August, 2005.

ANDREI W. KONRADI

Executed this _____ day of August, 2005.

MICHAEL A. PLEISS

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 executed on _____,
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Executed this _____ day of August, 2005.

EUGENE D. THORSETT

Executed this _____ day of August, 2005.

DARREN B. DRESSEN

Executed this 26 day of August, 2005.

Francine S. Grant

FRANCINE S. GRANT

Executed this _____ day of August, 2005.

CHRISTOPHER SEMKO

Executed this _____ day of August, 2005.

YING-ZI XU

State of Washington

County of Spokane

On 26 Aug. 2005 before me, Lovena Laycock
Name of Notary Public

Personally appeared Francine Farolz
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lovena Laycock
Signature of Notary Public

