

FORM PTO-1595 (modified)

(Rev 6-93)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

# RECORDATION FORM COVER SHEET PATENTS ONLY

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


|  |  |
|--|--|
| <p>1. Name of conveying party(ies):</p> <p><b>Andrei W. KONRADI<br/>Michael A. PLEISS<br/>Eugene D. THORSETT<br/>Darren B. DRESSEN<br/>Francine S. GRANT<br/>Christopher M. SEMKO<br/>Ying-Zi XU</b></p> <p>Additional conveying party(ies) <span style="float: right;"><b>NO</b></span></p> | <p>2. Name and address of receiving party(ies):</p> <p><b>Elan Pharmaceuticals, Inc.<br/>800 Gateway Boulevard<br/>South San Francisco, California 94080</b></p> |
|--|--|

|   |  |
|---|--|
| <p>3. Nature of conveyance:</p> <p style="text-align: center;"><b>ASSIGNMENT</b></p> <p>Execution Date:<br/><b>8/16/2005, 8/26/2005, 8/16/2005, 8/25/2005,<br/>8/26/2005, 8/18/2005, 8/29/2005 respectively</b></p> | <p>Additional name(s) &amp; address(es) attached? <span style="float: right;"><b>NO</b></span></p> |
|---|--|

|   |                             |
|---|-----------------------------|
| <p>4. Application number(s) or patent number(s):</p> <p>If this is being filed together with a new application, the execution date of the application is:</p> |                             |
| <p>A. Patent Application Number(s):</p> <p style="text-align: center;"><b>10/748,089</b></p>  | <p>B. Patent Number(s):</p> |
| <p>Additional numbers attached? <b>YES</b></p>  |                             |

|  |   |
|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>Stephen Todd<br/>FOLEY &amp; LARDNER LLP<br/>1530 Page Mill Road<br/>Palo Alto, California 94304-1125</b></p> | <p>6. Total number of applications/patents involved: <span style="float: right;"><b>1</b></span></p> <p>7. Total fee (37 C.F.R. § 3.41): <span style="float: right;"><b>\$40.00</b></span></p> <p style="text-align: center;">Check Enclosed</p> <p><input checked="" type="checkbox"/> Charge to deposit account</p> <p>8. Deposit account number: <span style="float: right;"><b>50-0872</b></span></p> |
|--|---|

DO NOT USE THIS SPACE

|  |  |                           |
|--|--|---------------------------|
| <p>9. Statement and signature:<br/><i>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.</i></p> |  |                           |
| <p><b>Stepher Todd</b></p>   |  | <p>September 26, 2005</p> |

|   |                  |             |
|---|------------------|-------------|
| <p>Reg. No. 47,139<br/>Name of person signing</p> | <p>Signature</p> | <p>Date</p> |
|---|------------------|-------------|

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

CIH \$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 KU

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

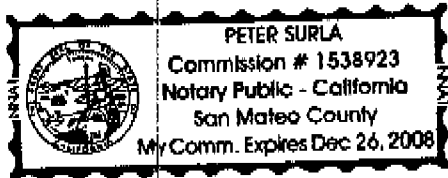
On AUGUST 16, 2005, before me, Peter Surla, Notary Public

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

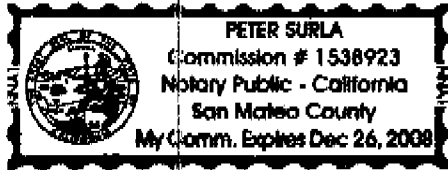
On AUGUST 26, 2005, before me, Peter Surla, Notary Public

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 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

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State of California

County of San Mateo

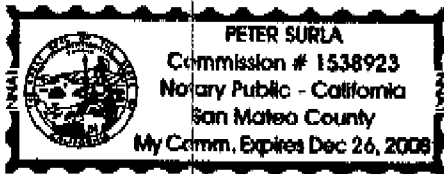
On AUGUST 25<sup>TH</sup>, 2005, before me, Peter Surla, Notary Public

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.

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

**PATENT**

**REEL: 016842 FRAME: 0772**

**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 - WORLDWIDE

Number of Pages: 3

**PATENT**

**REEL: 016842 FRAME: 0774**

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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

Executed this 16 day of August, 2005.

  
\_\_\_\_\_  
EUGENE D. THORSETT

Executed this \_\_\_\_\_ day of August, 2005.

\_\_\_\_\_  
DARREN B. DRESSEN

Executed this \_\_\_\_\_ day of August, 2005.

\_\_\_\_\_  
FRANCINE S. GRANT

Executed this \_\_\_\_\_ day of August, 2005.

\_\_\_\_\_  
CHRISTOPHER SEMKO

Executed this \_\_\_\_\_ day of August, 2005.

\_\_\_\_\_  
YING-ZI XU

State of \_\_\_\_\_

County of \_\_\_\_\_

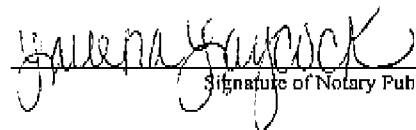
On \_\_\_\_\_ before me, \_\_\_\_\_  
Name of Notary Public

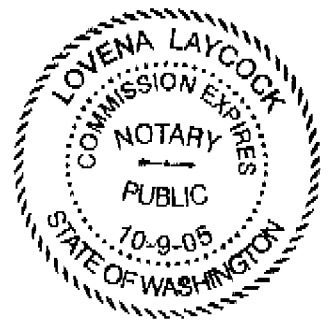
Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

- 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



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as set forth in this United States Patent Application

*check one*       executed concurrently herewith,  
                   executed on \_\_\_\_\_,  
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Executed this \_\_\_\_ day of August, 2005.

\_\_\_\_\_  
ANDREI W. KONRADI

Executed this \_\_\_\_ day of August, 2005.

\_\_\_\_\_  
MICHAEL A. PLEISS

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 21st 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

