# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

### **CONVEYING PARTY DATA**

Name	Execution Date
Gryphon Therapeutics, Inc.	12/21/2005

#### **RECEIVING PARTY DATA**

Name:	mylin Pharmaceuticals, Inc.		
Street Address:	360 Towne Centre Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		

#### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6673347
Application Number:	07043530
Application Number:	07220196
Application Number:	07380738
Application Number:	07506545
Application Number:	07742159
Application Number:	07866262
Application Number:	08089051
Application Number:	10673489

## **CORRESPONDENCE DATA**

Fax Number: (858)552-1936

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: ahalverson@amylin.com Correspondent Name: Molly A Holman, Ph.D. Address Line 1: Amylin Pharmaceuticals, Inc.

**PATENT** 

500071288 **REEL: 017015 FRAME: 0739** 

Address Line 2: Address Line 4:	9360 Towne Centre Drive San Diego, CALIFORNIA 92121			
ATTORNEY DOCKET NUM	BER:	0904-GY		
NAME OF SUBMITTER:		Amanda J. Halverson		
Total Attachments: 3 source=04 assignments#pag source=04 assignments#pag source=04 assignments#pag	ge2.tif			

PATENT REEL: 017015 FRAME: 0740 Assignment of Applications and Patents to **AMYLIN PHARMACEUTICALS, INC** Patent Family 004

#### **ASSIGNMENT**

WHEREAS, GRYPHON THERAPEUTICS, INC., of 35473 Dumbarton Ct., Newark, CA 94560 (c/o Rose Ryan), formerly of South San Francisco, California, United States of America, a Corporation of the State of California, the undersigned Assignor, hereby states it is the owner of each of the patent applications and patents identified herein and on the attached Exhibit 1 and inventions disclosed therein by virtue of obligations to assign to it by the original inventors or by virtue of Assignments to it by either the original inventors or by the previous owner Gryphon Sciences, of South San Francisco, California, United States of America;

WHEREAS, AMYLIN PHARMACEUTICALS, INC., of San Diego, California, United States of America, a Corporation of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **GRYPHON THERAPEUTICS**, **INC.** does hereby sell, assign and transfer to **AMYLIN PHARMACEUTICALS**, **INC.**, ("Assignee") its successors and assigns, the entire right, title and interest in and to said application(s), patent(s) and/or invention(s), in any form or embodiment, whether or not listed in Exhibit 1; and in and to any and all applications filed in any country based thereon, whether or not listed in Exhibit 1, including the right to file applications in countries other than the country of priority filing under the provisions of any international convention; also the entire right, title and interest in and to any and all patents, including reissues and extensions thereof, obtained in any country upon said inventions, whether or not listed in Exhibit 1; and to any and all continuing applications, including divisional, continuation and continuation-in-part applications and substitute applications; to all prior applications disclosing said inventions to which said present applications claiming the benefit of said prior applications, including any not listed in Exhibit 1; and to any other applications claiming the benefit of said prior applications, including any not listed in Exhibit 1.

Notwithstanding the foregoing paragraph, said application(s), patent(s), and/or invention(s) assigned and transferred hereby shall include only Assignor's rights to applications, patents and/or inventions relating directly to CPS Technology as defined in the Purchase Agreement between **GRYPHON THERAPEUTICS**, **INC.**, and **AMYLIN PHARMACEUTICALS**, **INC**. dated November 28, 2005 (the "Purchase Agreement"), and shall not include Assignor's rights to applications, patents and/or inventions relating to patent families that are not listed in Schedule 1.1(a) to the Purchase Agreement.

GRYPHON THERAPEUTICS, INC. hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to AMYLIN

AND for the same consideration, **GRYPHON THERAPEUTICS**, **INC.** hereby covenants and agrees to and with **AMYLIN PHARMACEUTICALS**, **INC.**, its successors, legal representatives and assigns, that **GRYPHON THERAPEUTICS**, **INC.** will, and, hereby

PATENT REEL: 017015 FRAME: 0741 grants to the Assignee the right to enforce the original inventors' obligations to assign their rights to GRYPHON THERAPEUTICS, INC. such that consistent with their obligations to assign to GRYPHON THERAPEUTICS, INC., the original inventors will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN TESTIMONY WHEREOF, **GRYPHON THERAPEUTICS**, **INC.** has hereto set its hands on the dates set after its signature.

S	
Signature: Robbel D	Date: $\frac{12}{21}/05^{-}$
Friedhelm Blobel	
CEO and President	
Gryphon Therapeutics, Inc.	
State of California )  State of California ()  Stat	
On this <u>A</u> day of <u>December</u> ,  Notary Public, personally appeared <u>Friedhelm</u> to me or proved to me on the basis of satisfactory evithe foregoing instrument and acknowledged that he/s act and deed; in testimony whereof I have hereto set	dence to be the person who executed the executed the same as his/her free
last above written.	Jul Log

PATENT REEL: 017015 FRAME: 0742

SYLVIA ROGERS
Comm. No.1574176
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
Comm. Expires April 28, 20

Page 3 of 3

## Exhibit 1

Application or Patent No. (US and foreign)	Filing Date or Issuance Date	Country	Gryphon Docket Number	Issue Date	Patent	USPTO Recorded Prior Assignment to Gryphon Sciences (Reel/Frame)	USPTO Recorded Prior Assignment to Gryphon Therapeutics (Reel/Frame)
8610551	4/30/1986	UNITED KINGDO M	004/00GB- A			(Noon Tame)	(Neel/Frame)
87106113.1	4/28/1987	EUROPE AN PATENT	004/00EP	9/27/1995	0243929		
07/043530	4/28/1987	UNITED STATES	004/00US- B				
535,860	4/29/1987	CANADA	004/00CA	7/18/2000	1,341,053		-
107898/87	4/30/1987	JAPAN	004/00JP	6/14/1996	2528464		
46752/96	4/30/1987	JAPAN	004/01JP	3/19/1999	2900992	<del> </del>	
07/220,196	7/18/1988	UNITED STATES	004/00US- C			Reel: 013292 Frame: 0030	Reel: 014074
07/380,738	7/17/1989	UNITED STATES	004/00US- D			Reel: 013292 Frame: 0030	Frame: 0965 Reel: 014074
07/506,545	4/5/1990	UNITED STATES	004/00US- E			Reel: 013292	Frame: 0965 Reel: 014074
07/742,159	8/1/1991	UNITED STATES	004/00US- F			Frame: 0030 Reel: 013292 Frame: 0030	Frame: 0965 Reel: 014074
07/866,262	4/10/1992	UNITED STATES	004/00US- G			Reel: 013292 Frame: 0030	Frame: 0965 Reel: 014074
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08/241,687	5/15/1994	UNITED STATES	004/01US	1/6/2004	6,673,347	Reel: 013292 Frame: 0030	Reel: 014074 Frame: 0965
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0243929	9/27/1995	EUROPE AN PATENT	004/00EP				
1,341,053	7/18/2000	CANADA	004/00CA				
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2900992	3/19/1999	JAPAN	004/01JP				
6,673,347	1/6/2004	UNITED STATES	004/01US			Reel: 013292 Frame: 0030	Reel: 014074 Frame: 0965

PATENT REEL: 017015 FRAME: 0743

**RECORDED: 01/16/2006**