

P21370.P21

FORM PTO-1595

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

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

1. Name of Conveying party(ies):  
ODYSSEY PHARMACEUTICALS, INC.

2. Name and address of receiving party(ies)

Name: ODYSSEY PHARMACEUTICALS, INC.

Internal Address:

Street Address: 72 Eagle Rock Avenue

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

City: East Hanover State: NJ ZIP: 07936

Execution Date: June 30, 2004

Additional names(s) and address(es) attached?  Yes  No

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)

10/120,501

B. Patent No.(s)

Additional numbers attached:  Yes  No

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

Name: Neil F. Greenblum

Internal Address: P21370

Street Address: GREENBLUM & BERNSTEIN, P.L.C.

1950 Roland Clarke Place

City: Reston State: VA ZIP: 20191

6. Total number of applications and patents involved: 1

7. Total Fee (37CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-0089

(Attach duplicate copy of this page if paying by deposit account)

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.

Arnold Turk, Reg. No. 33,094

Name of Person Signing

Arnold Turk

Reg. No. 33,094

33,094

Signature

Date

Total number of pages including cover sheet, attachments and document: 6

Arnold Turk

Reg. No. 33,094

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

Director of the United States Patent and Trademark Office, Mail Stop Assignments Recordation Services  
U.S. Patent and Trademark Office  
Customer Service Window  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

CH \$40.00 190089 10120501

## ASSIGNMENT OF PATENTS

### ASSIGNMENT

WHEREAS, **Odyssey Pharmaceuticals, Inc.**, a corporation organized under the laws of New Jersey, located at 72 Eagle Rock Avenue, East Hanover, New Jersey (hereinafter called "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to it by

#### ODYSSEY PHARMACEUTICALS, INC.

a corporation organized under and pursuant to the laws of DELAWARE having principal place of business at 72 Eagle Rock Avenue, East Hanover, NJ 07936 (hereinafter called "ASSIGNEE"), does hereby sell and assign to the said ASSIGNEE, its successors and assigns all its right, title, and interest, including priority rights, in and to the Inventions owned by it and described in Patents and Patent Applications as noted in the attached ~~Schedule A~~ <sup>①</sup> and filed in the United States of America <sup>②</sup> and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being ASSIGNOR'S **entire ownership interest** in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not be made;

and for the consideration aforesaid, ASSIGNOR hereby covenants and agrees to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with a patent or patent application concerning said Inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such patent or patent application or patent issuing therefrom is lawful and desirable, ASSIGNOR will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with said Inventions, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Inventions and application(s) concerning same to said ASSIGNEE.

This assignment shall have an effective date corresponding to the last date of execution.

PR / ① SCHEDULES A and B  
② AND OTHER APPLICABLE JURISDICTIONS

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a corporation organized under and pursuant to the laws of DELAWARE having principal place of business at 72 Eagle Rock Avenue, East Hanover, NJ 07936 (hereinafter called "ASSIGNEE"), does hereby sell and assign to the said ASSIGNEE, its successors and assigns all its right, title, and interest, including priority rights, in and to the inventions owned by it and described in Patents and Patent Applications as noted in the attached ~~Schedule A~~<sup>(1)</sup> and filed in the United States of America<sup>(2)</sup> and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being ASSIGNOR'S entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made;

and for the consideration aforesaid, ASSIGNOR hereby covenants and agrees to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with a patent or patent application concerning said Inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such patent or patent application or patent issuing therefrom is lawful and desirable, ASSIGNOR will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with said Inventions, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Inventions and application(s) concerning same to said ASSIGNEE.

This assignment shall have an effective date corresponding to the last date of execution.

70 / (1) Schedules A and B  
 Aug / (2) and other applicable jurisdictions

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNOR, that I have signed this document on behalf of ASSIGNOR with the full authority of its board of directors, and that all of the foregoing is true and correct.

Dated: June 30, 2004By: Paul Lubetkin

Name: PAUL LUBETKIN

Title: Sr. Vice President

#### ACCEPTANCE BY ASSIGNEE

I hereby accept this assignment on behalf of said ASSIGNEE. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNEE, that I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors, and that all the foregoing is true and correct.

Dated: June 30, 2004By: Paul Lubetkin

Name: PAUL LUBETKIN

Title: Sr. Vice President

SCHEDULE A

## PATENTS

Patent No.	Issue Date	Inventor(s)	Title
5,373,021	12/13/94	P. Marangos	Use of Disulfiram for Neuronal Protection

## PATENT APPLICATIONS

Application Serial No.	Filing date	Inventor(s)	Title
10/120,501 P21370	12/4/02	D. Khumbani H. Pandya H. Patel	Sustained Release Pharmaceutical Preparations and Methods for Preparing Same

**SCHEDULE B****PLIVA Inc. FOREIGN PATENTS AND APPLICATIONS**

Patent No.	Country	Serial no.	Inventor(s)	Title	Owner(s)
	PCT	US03/09210	D. Khumbani H. Pandya H. Patel	Sustained Release Pharmaceutical Preparations and Methods for Preparing Same	Pliva, Inc.