

12-29-2005

Pat No.: 116,038

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



103146066

Tab settings

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

1. Name of conveying party(ies):

Synthon BV
Synthon BCT Technologies, LLC
Synthon Pharmaceuticals

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: November 1, 2005

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

Name: JDS Neuro, LLC

Internal Address:

Street Address: 122 East 42nd Street

41st Floor

City: New York

State: NY

ZIP: 10168

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

US 10/678,082 filed 10/6/2003
US 09/200,743 filed 11/30/1998

B. Patent No.(s)

US 6,645,523 US 6,900,327 US 5,874,447

Additional numbers attached? ☐ Yes ☒ No

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

Name: Irving M. Fishman

Internal Address: Suite 1422, North Tower

Street Address: 89 Headquarters Plaza

01 FC:8021

City: Morristown

State: NJ

ZIP: 07960

6. Total number of applications and patents involved:

5

7. Total fee (37 CFR 3.41): \$ 200.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Irving M. Fishman

Name of Person Signing

Signature

Date

7

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

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

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 017388 FRAME: 0301

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 1st day of November, 2005 by and between Synthon Pharmaceuticals, Inc., a North Carolina corporation, Synthon BCT Technologies, LLC, a North Carolina limited liability company, Synthon BV, a corporation of The Netherlands (collectively "Assignors"), and JDS Neuro, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Synthon Pharmaceuticals, Inc. and JDS Pharmaceuticals, LLC, a Delaware limited liability company and sole member of Assignee, are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated October 17, 2005, pursuant to which Synthon Pharmaceuticals, Inc. agreed to assign and cause its Affiliates to Assignee their right, title and interest in and to the patents and patent applications described in Schedule A attached hereto;

WHEREAS, Assignors and Assignee wish to document by formal assignment to Assignee of Assignors' right, title and interest in and to the patents and patent applications.

Assignors and Assignee therefore agree as follows.

1. "Assigned Patents" shall mean each claim of each patent of Assignors or any Affiliate (as defined in the Purchase Agreement) listed on Schedule A and each claim of each patent issuing from or on each patent application listed on Schedule A.
2. For good and valuable consideration, receipt of which is hereby acknowledged, Assignors hereby assign to Assignee all of the right, title and interest in (i) the inventions disclosed in the Assigned Patents, (ii) the Assigned Patents, (iii) any U.S. patent which may issue from the application listed on Schedule A attached hereto, and (iv) all divisions, continuations, reissues, re-examinations and extensions of the Assigned Patents. Assignors further acknowledge that included in this assignment is the right to bring suit to enforce any of the Assigned Patents against activities which occurred before the date of this Agreement. Assignors hereby authorize and request the Director of the U.S. Patent and Trademark Office to issue any and all such U.S. patents which may issue from the applications listed on Schedule A of the Purchase Agreement to Assignee, which shall hold the entire right, title and interest in and to such patent or patents to the full end of the term for which said patent or patents may be granted, as fully and entirely as the same would have been held by Assignors had this assignment not been made.
3. Assignors agree to execute upon the request of Assignee any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to Assignee, and agree to cooperate with Assignee in all other matters relating to the assignment of these rights to Assignee.
4. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware without giving effect to its principles of conflicts of law.
5. This Agreement, together with the Asset Purchase Agreement, constitutes the sole understanding of the parties with respect to the transactions provided herein and supersedes and

merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

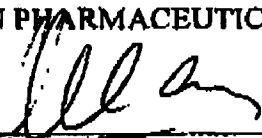
6. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will be considered one and the same instrument. Any counterpart may be signed and transmitted by facsimile with the same force and effect as if such counterpart was an ink-signed original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement was executed by Assignors and Assignee on November 1, 2005.

SYNTHON PHARMACEUTICALS, INC.

By:


Name: Peter van Straelen
Title: President

JDS NEURO, LLC.

By:

Name:
Title:

SYNTHON BCT TECHNOLOGIES, LLC

By:

Name:
Title:

SYNTHON BV

By:

Name:
Title:

109910

IN WITNESS WHEREOF, this Agreement was executed by Assignors and Assignee on November 1, 2005.

SYNTHON PHARMACEUTICALS, INC.

By: _____

Name:

Title:

JDS NEURO, LLC.

By: 

Name: *Michael Satow*

Title: *C.O.O.*

SYNTHON BCT TECHNOLOGIES, LLC

By: _____

Name:

Title:

SYNTHON BV

By: _____

Name:

Title:

169916.

IN WITNESS WHEREOF, this Agreement was executed by Assignors and Assignee on November 1, 2005.

SYNTHON PHARMACEUTICALS, INC.

JDS NEURO, LLC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SYNTHON BCT TECHNOLOGIES, LLC

By: _____

Name: J.M. Remmons

Title: President

SYNTHON BV

By: _____

Name: J.M. Remmons

Title: President

100016.

Assigned Patents

	Patent No.	Application No.	Priority Application
1	US 5,874,447	US 08/872,023	n/a
1A	US 6,900,327	US 09/855,710	US 08/872,023
1B		US 09/200,743	US 08/872,023
1C	CA 2293247	CA 2293247	PCT/NL97/00328
1D		CA 2455954	PCT/NL97/00328
2	US 6,645,523	US 09/939,561	US 60/228110 US 60/234936
2A		US 10/678,082	US 60/228110 US 60/234936
2B	CA 2418038	CA 2418038	US 60/228110 US 60/234936