

01-09-2006



BT

103152898

Attorney Docket  
No.: 060525-5010-US

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

10-5-06

1. Name of conveying party(ies):

Igor R. Likhovorik  
16781 18B Rd.  
Culver, IN 46511

Joseph J. Lisowski  
1360 N. 1025E  
Knox, IN 46534

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

Acura Pharmaceuticals, Inc.  
616 N. North Court, Suite 120  
Palatine, IL 60067

3. Nature of conveyance:

Assignment             Merger  
 Security Agreement     Change of Name  
 Other:

Execution Date: **September 27, 2005**

RECEIVED PATENT RECORDS  
FEB 05 AM 7:07  
FINANCE SECTION

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): **11/040,235**

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

**Christopher I. Halliday**  
**MORGAN, LEWIS & BOCKIUS LLP**  
1701 Market Street  
Philadelphia, PA 19103  
Telephone: (215) 963-5000  
**Direct Dial: (215) 963-5337**  
Facsimile: (215) 963-5001  
E-Mail: [challiday@morganlewis.com](mailto:challiday@morganlewis.com)

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = \$ **40.00**

Check enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **50-0310**  
(Billing No.: 060525-5010-00)

**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.

01/06/2006 LHWELLER 00000073 500310 11040235  
01 FC:8021 40.00 DA

Christopher I. Halliday  
Name of Person Signing

Signature

1-3-06  
Date

Total number of pages including cover sheet, attachments and document: [5]

**ASSIGNMENT**

**WHEREAS, we, Igor R. Likhovorik and Joseph J. Lisowski**, respectively citizens of Ukraine and the United States, with respective post office addresses of 16781 18B Rd. Culver, IN 46511 and 1360 N. 1025E, Knox, IN 46534, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

**PRODUCTION OF OPIOID ANALGESICS**

which is found in a United States provisional patent application naming the above inventors and having Application No. 11/040,235, filed January 21, 2005, and

**WHEREAS, Acura Pharmaceuticals, Inc.**, a corporation having a place of business at 616 N. North Court, Palatine, Illinois, USA, as hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

**ASSIGNORS** authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

**NOW, THEREFORE**, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of said invention, to testify in any legal proceeding relating thereto.

ASSIGNORS hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(Date) \_\_\_\_\_  
Igor R. Likhovorik (Seal)

(Date) 9/12/05 Joseph J. Lisowski  
Joseph J. Lisowski (Seal)

STATE OF \_\_\_\_\_ :  
: ss.  
COUNTY OF \_\_\_\_\_ :

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_ day of \_\_\_\_\_, 2005, personally appeared **Igor R. Likhovorik**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

**Notary Public**

My Commission Expires:

STATE OF Indiana :  
COUNTY OF Marshall : ss.

Before me, a notary public in and for the State and County aforesaid, on this 12<sup>th</sup> day of Sept, 2005, personally appeared **Joseph J. Lisowski**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Jaqueline Hedges  
Notary Public

My Commission Expires: 11-13-08

**ASSIGNMENT**

**WHEREAS, we, Igor R. Likhovorik and Joseph J. Lisowski, respectively citizens of Ukraine and the United States, with respective post office addresses of 16781 18B Rd. Culver, IN 46511 and 1360 N. 1025E, Knox, IN 46534, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful**

**PRODUCTION OF OPIOID ANALGESICS**

which is found in a United States provisional patent application naming the above inventors and having Application No. 11/040,235, filed January 21, 2005, and

**WHEREAS, Acura Pharmaceuticals, Inc., a corporation having a place of business at 616 N. North Court, Palatine, Illinois, USA, as hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.**

**ASSIGNORS authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.**

**NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest**

**in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;**

**in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and**

**in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;**



STATE OF Illinois :  
 : ss.  
COUNTY OF Will :

Before me, a notary public in and for the State and County aforesaid, on this 27 day of September, 2005, personally appeared **Igor R. Likhovorik**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Notary Public *Diane Wawronowicz*

My Commission Expires: 4-23-07

STATE OF \_\_\_\_\_ :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_ day of \_\_\_\_\_, 2005, personally appeared **Joseph J. Lisowski**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

\_\_\_\_\_  
Notary Public

My Commission Expires: