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OMB No. 0851-0027 (exp. 6/30/2008)

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1. Name of conveying party(ies)

Yosef BERSHTEYN; Anna FAINGERSH

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 16, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: TEVA PHARMACEUTICAL INDUSTRIES LTD.

Internal Address: _____

Street Address: 5 Basel Street, P.O. Box 3190

City: Petah Tiqva

State: _____

Country: Israel Zip: 49131

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/433,013

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Patrick J. Birde

Internal Address: KENYON & KENYON LLP

Street Address: ONE BROADWAY

City: NEW YORK

State: NEW YORK Zip: 10004-1050

Phone Number: 212-425-7200

Fax Number: 212-425-5288

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

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Authorized User Name KENYON & KENYON LLP

9. Signature:

Craig L. Puckett
 Signature

7/26/06
 Date

Craig L. Puckett, Reg. No. 43,023 (1662/71602)

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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PATENT
REEL: 018022 FRAME: 0396

ORIGINAL

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1662/71602

ASSIGNMENT

WHEREAS, we,

Yosef BERSHTEYN
Shoham str. 10/4
Pardes Hana 37026
Israel
Citizenship: Israel

Anna FAINGERSH
6 Shikmona Str
Hadera 38284
Israel
Citizenship: Israel

have made an invention comprising new and useful improvements in **AQUEOUS DISPERSIONS AND SOLUTIONS OF DIFFICULT TO DISSOLVE MATERIALS AND METHODS OF THEIR PREPARATION** for which a patent application for Letters Patent of the United States of America and other countries, was filed on May 12, 2006, as Serial No 11/433,013, and claims the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below

APPLICATION NUMBER	FILING DATE (day, month, year)
60/749,244	December 9, 2005

WHEREAS TEVA PHARMACEUTICAL INDUSTRIES LTD., having a place of business at 5 Basel Street, P.O. Box 3190, Petah Tiqva 49131, Israel, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges in the patent application hereinafter recited,

NOW, THEREFORE, for good and valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1 Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said invention, said patent application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said invention in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said invention, or upon said patent application, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said invention or upon said patent application, and every priority right that is or may be predicated upon or arise from said invention, said patent application, and said Letters Patent(s)

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2. Authorize Assignee to file patent applications in any or all countries for said invention in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title, and interest therein or otherwise as Assignee may direct

4. Warrant that we have not conveyed to others any right, title, or interest in said invention, patent application, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said invention; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation

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IN TESTIMONY WHEREOF, we have hereunto set our hands and seals on the dates indicated:

Date: 16-07-06Y. Bershteyn
Yosef BERSHTEYNDate: 16.07.06Anna Fanger
Anna FANGERSH