

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Thomas Najarian		10/07/2006
RECEIVING PARTY DATA		
Name:	VIVUS, Inc.	
Street Address:	1172 Castro Street	
City:	Mountain View	
State/Country:	CALIFORNIA	
Postal Code:	94040	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11385233	
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ATTORNEY DOCKET NUMBER:	9050-0056.23	
NAME OF SUBMITTER:	Isaac M. Rutenberg	
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PATENT  
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**ASSIGNMENT**

THIS ASSIGNMENT, by Thomas NAJARIAN (hereinafter referred to as the assignor), residing at Los Osos, California, witnesseth:

WHEREAS, the said assignor has invented certain new and useful improvements in COMBINATION THERAPY FOR EFFECTING WEIGHT LOSS AND TREATING OBSESSIVE set forth in an application for Letters Patent of the United States, ☐ having an oath or declaration executed on even date herewith; ☒ bearing Serial No. 11/385,233, filed on March 20, 2006, ☒ and which claims priority from U.S. Patent Application Serial No. 10/454,368, filed on June 3, 2003, which is a continuation-in-part of U.S. Patent Application Serial No. 09/593,555, filed on June 14, 2000, now abandoned, which claims priority under 35 U.S.C. §119(e)(1) to provisional U.S. Patent Applications Serial No. 60/139,022, filed on June 14, 1999, Serial No. 60/178,563, filed on January 26, 2000, and Serial No. 60/181,265, filed on February 9, 2000, and

WHEREAS, VIVUS, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 1172 Castro Street, Mountain View, California 94040 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of good and sufficient considerations, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and

entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention 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 invention, 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.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date: 10/7/06

  
Name of Inventor: Thomas NAJARIAN

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