# **-CH \$40.0**0

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CHANDER SHEKHER CELLY	01/15/2007
ROBERT D. SIMMONS	01/15/2007

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City:	LUCERNE 6
State/Country:	SWITZERLAND

Name:	SCHERING-PLOUGH PTY. LIMITED
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Internal Address:	BAULKHAM HILLS
City:	NEW SOUTH WALES
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### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11611997

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ATTORNEY DOCKET NUMBER: AH06381US01

NAME OF SUBMITTER: SHAWN ARMSTRONG

**Total Attachments: 5** 

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PATENT CASE: AH06381US01

#### **ASSIGNMENT**

For good and valuable consideration, receipt of which is acknowledged,

<ul> <li>(1) Tomasz W. Glinka</li> <li>(2) Dale Edward Shuster</li> <li>(3) Chander Shekher Celly</li> </ul>	(4) <u>Robert D. Simmons</u> , (5) <u>Jason Zhang</u> ;
respectively residing at	
<ul> <li>(1) Cupertino, California</li> <li>(2) South Orange, New Jersey</li> <li>(3) Colonia, New Jersey</li> </ul>	<ul><li>(4) <u>Martinsville</u>, <u>New Jersey</u>,</li><li>(5) <u>Foster City</u>, <u>California</u>;</li></ul>

we each do hereby sell, assign and transfer to SCHERING-PLOUGH ANIMAL HEALTH CORPORATION, a corporation organized under the laws of the State of Delaware, having its principal offices at 556 Morris Avenue, Summit, New Jersey 07901, with respect to the United States of America, SCHERING-PLOUGH LTD., a corporation organized under the laws of Switzerland, having its principal office at Weystrasse 20, P.O. Box CH-6000, Lucerne 6, Switzerland, with respect to all other countries of the world, except Australia, and SCHERING-PLOUGH PTY. LIMITED, a corporation organized under the laws of Australia, having is principal office at 11 Gibbon Road, Baulkham Hills, New South Wales 2153, Australia, with respect to Australia (each, an "ASSIGNEE" with respect to the identified country(ies)) our respective entire rights, title and interest, in the respective country(ies) of the world:

in and to any and all of our invention(s) and discovery(ies) described in the patent applications, entitled

# CARBONATES OF FENICOL ANTIBIOTICS

and officially identified\* by the United States Patent and Trademark Office as, Application Number 11/611,997 filed on December 18, 2006 and/or by the World Intellectual Property Organization as International Patent Application Number filed on December 20, 2006; in and to the right to file patent applications in the name of the respective **ASSIGNEE**, its designee, or in any or all of our names, at such ASSIGNEE's election, on the aforesaid invention(s) and discovery(ies) in the country(ies) of the world it selects, together with any or all rights of

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priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models, and/or under any other international arrangement to which the United States now is, or hereafter becomes, a signatory; in and to any and all Letters Patent that issue on any of the aforesaid patent applications; in and to any and all applications claiming priority benefits from one or more provisional patent or other applications filed on said invention(s) and discovery(ies); and in and to any and all continuations, continuations-in-part, divisions, reissues, re-examinations, confirmations, additions, registrations, renewals, and revivals of any of said Letters Patent, and any and all extensions and supplementary protection certificates based thereon, the same to be held and enjoyed by each respective ASSIGNEE, its successors, assigns and other legal representatives, to the full ends of the terms for which a Letters Patent therefor and any extensions and supplementary protection certificates based thereon may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby covenant and agree that we will at any time, upon the request and at the expense of any ASSIGNEE(S), execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention(s) and discovery(ies), patent application(s), and Letters Patent, and any continuations, continuations-in-part, divisions, reissues, re-examinations, confirmations, additions, registrations, renewals, and revivals thereof, and any extensions and supplementary protection certificates based thereon, in the respective ASSIGNEE(S), its/their successors, assigns and/or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country(ies) concerned, and that we will, at any time, upon the request and at the expense of ASSIGNEE(S), execute any additional, continuation, continuation-in-part, divisional, reissue or re-examination applications for patents for said invention(s) and discovery(ies), or any part or parts thereof, and applications for confirmation, registration, addition, renewal, revival, importation, extension and/or supplementary protection certificate based on said Letters Patent, and on Letters Patent issuing from

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said additional, continuation, continuation-in-part or divisional applications and reissues, re-examinations, registrations, additions, renewals and revivals thereof, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of the respective **ASSIGNEE(S)**, its/their successors, assigns and/or other legal representatives.

\*We hereby authorize any **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this day of , 20
Tomasz W. Glinka
ACKNOWLEDGEMENT
State of) s.s.: County of)
On this day of, 20, personally appeared before me
(Seal)
Notary Public

	Assignment (Joint) Page 4 PATENT CASE: AH06381US01	
	Executed this day of, 20	
	Dale Edward Shuster	
ACKNOWLEDGEMENT		
	State of)	
	On this day of, 20, personally appeared before me	
	(Seal)	
	Notary Public	
	Executed this 15 <sup>TM</sup> day of TANUARY, 2007.  L.S.  Chander Shekher Celly  ACKNOWLEDGEMENT	
	State of New TERSEY ) s.s.:  County of Union )	
	On this 15th day of JANUARY, 2001, personally appeared before me Chander Shekher Celly to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.	
	(Seal)	
	Notary Public  NANCY T. MOREY  NOTARY PUBLIC  STATE OF NEW JERSEY  My Commission Expires March 7, 2010	

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Robert D. Simmons	, 20 <u>07</u> . S.
ACKNOWLEDGEMENT	
State of New Jersey)  County of Union  State of New Jersey  State of New Jersey	
On this 15 <sup>TH</sup> day of JANUARY appeared before me Robert D. Simmons to same person described in and who exe acknowledged that he (she) executed the spurpose set forth.	ecuted the foregoing instrument, and
(Seal)	
Mancy 2. morey STATE O	Y T. MOREY ARY PUBLIC F NEW JERSEY n Expires March 7, 2010
Executed this day of ,	
Jason Zhang	<b>.</b>
ACKNOWLEDGEMENT	
State of) ) s.s.: County of)	
On this day of appeared before me <u>Jason Zhang</u> to me kn person described in and who executed the fo that he (she) executed the same, of his (her) ov	pregoing instrument, and acknowledged
(Seal)	
Notary Public	

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RECORDED: 01/25/2007