

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Merck and Co.	12/14/2006
RECEIVING PARTY DATA	
Name:	Merial Limited
Street Address:	3239 Satellite Boulevard
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10499554
CORRESPONDENCE DATA	
Fax Number:	(212)588-0500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-588-0800
Email:	cmyers@flhlaw.com
Correspondent Name:	Frommer Lawrence and Haug
Address Line 1:	745 Fifth Avenue
Address Line 4:	New York, NEW YORK 10151
ATTORNEY DOCKET NUMBER:	574313-3381
NAME OF SUBMITTER:	Thomas Kowalski
Total Attachments: 5 source=00425554#page1.tif source=00425554#page2.tif source=00425554#page3.tif source=00425554#page4.tif source=00425554#page5.tif	

CH \$40.00 10499554

PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is executed as of the 14th day of December, 2006 (the "Effective Date") by and between Merck & Co., Inc., a corporation of the State of New Jersey, having an office at 126 East Lincoln Avenue, Rahway, New Jersey 07065 ("Assignor") AND Merial Limited, a corporation limited by shares registered in England and Wales, with a registered office in England, and domesticated in the State of Delaware as Merial LLC, having a United States address of 3239 Satellite Boulevard, Duluth, Georgia 30096 ("Assignee").

RECITALS

Whereas, the Assignor is the owner of all right, title and interest in, to and under the patent and patent applications set forth in Schedule 1 attached hereto ("the Patents").

Whereas, the Assignee is desirous of acquiring or confirming all right, title and interest in, to and under the Patents.

To effect such transactions and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

TERMS

Section 1 Assignment. The Assignor hereby conveys, transfers, assigns to, and confirms in the Assignee or an affiliate or designee of the Assignee all right, title and interest in, to and under the Patents, the use of such Patents, the prosecution, maintenance, enforcement and defense of such Patents, and all extensions, renewals, reissues, and reexaminations of the foregoing, the right to sue for past, present and future infringement, the right to prosecute reissues and reexaminations, and all rights corresponding thereto.

Section 2 Further Assistance. Assignor binds itself and its successors to execute any writings or instruments and perform any acts necessary or appropriate to carry out this Assignment.

Section 3 Patent Prosecution, Maintenance, and Enforcement Responsibilities. On and after the Effective Date, Assignee shall assume and be responsible for prosecuting, maintaining, and enforcing the Patents, including without limitation, any action or proceeding involving the Patents. All costs and expenses relating to the prosecution, maintenance, and enforcement of the Patents shall be borne solely by Assignee. Notwithstanding the foregoing, Assignee may elect not to maintain and enforce the Patents at any time after the Effective Date.

Section 4 Assignment Recordation. The responsibility and cost of recording the assignment of Patents shall be borne solely by Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first above written.

("ASSIGNOR")

MERCK & CO., INC.

By: _____

Dr. Mervyn Turner, Senior Vice-President Worldwide Licensing & External Research

STATE OF New Jersey)

COUNTY OF Union)

On this 14th day of December, 2006, before me personally appeared Mervyn Turner to me known to be the person who executed the foregoing Assignment, who being by me duly sworn, deposes and says that he resides in New Jersey; that he is the Sr. V. P. Worldwide Licensing of MERCK + Co. Inc described in and which executed the foregoing Assignment; and that he signed his name thereto pursuant to authority granted to him by the board of directors of said corporation.

Theresa Schiffman

Notary Public

My Commission expires:

Theresa Schiffman
Notary Public of New Jersey
My Commission Expires May 5, 2007

May 5, 2007



The Assignment is accepted on behalf of:

("ASSIGNEE")

MERIAL LIMITED

By: *Horace D. Nalle*

STATE OF Georgia

COUNTY OF Connett

On this 9th day of January, 2008, before me personally appeared Horace D. Nalle to me known to be the person who executed the foregoing Assignment, who being by me duly sworn, deposes and says that he resides in Atlanta, Georgia; the he is the Company Secretary of Merial described in and which executed the foregoing Assignment; and that he signed his name thereto pursuant to authority granted to him by the board of directors of said corporation.

Mr. Carters

Notary Public

My Commission expires:

NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 3, 2008

A schedule consisting of one (1) page is attached hereto and is expressly made a part hereof.

SCHEDULE

CASE NO. 20994

TITLE: DNA Encoding Novel Cyclic GMP Dependent Protein Kinase From Two Protozoal Sources For Use As Chemotherapeutic Targets For Antiprotozoal Agents

<u>Case No.</u>	<u>Country</u>	<u>Application No. & Date</u>	<u>Patent No. & Date</u>	<u>Publication No. & Date</u>
20994P	USA	10/499,554 12/18/2002	-	US2005-0147628 7/7/2005
20994	Canada	2471145 12/18/2002	-	-
20994	EPC	02795928.7 12/18/2002	-	1472266 11/3/2004
20994	PCT	US02/040527 12/18/2002	-	WO03/054157 7/3/2003

SCHEDULE

CASE NO. 20362

TITLE: Cyclic GMP Dependent Protein Kinase As A Chemotherapeutic Target For Antiprotozoal Agents

<u>Case No.</u>	<u>Country</u>	<u>Application No. & Date</u>	<u>Patent No. & Date</u>	<u>Publication No. & Date</u>
20362DA	USA	10/348,155 1/21/2003	7125700 10/24/2006	US2003-0211552 11/13/2003
20362DB	USA	11/525,062 9/21/2006	-	-
20362	Australia	42283/00 4/10/2000	776066 12/9/2004	-
20362	Canada	2365919 4/10/2000	-	-
20362	EPC	00922040.1 4/10/2000	1212451 6/28/2006	1212451 6/12/2002
20362	France	"	"	-
20362	Great Britain	"	"	"
20362	Germany	00922040.1 4/10/2000	60029108.1 6/28/2006	1212451
20362	Italy	"	1212451 6/28/2006	49928/BE/206
20362	Japan	2000-611704 4/10/2000	-	-
20362	PCT	US00/09611 4/10/2000	-	WO00/61781 10/19/2000
20362	Spain	00922040.1 4/10/2000	1212451 6/28/2006	-
20362	Switzerland	"	"	"
20362	USA	09/521,511 3/8/2000	6,555,358 4/29/2003	-
20362A	EPC	06075135.1 4/10/2000	-	167924 7/5/2006