

04-27-2007



103399780

11/21/05 TO THE DIRECTOR OF DEMARK OFFICE:  
PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name(s) of Conveying party(ies):  
Merck Frosst Canada & Co.

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

2. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other:

3. Name and address of receiving party(ies):  
Name: Merck Frosst Canada Ltd.  
Internal Address:  
Street Address: 16711 Trans-Canada Highway  
City & State: Kirkland, Quebec, Canada  
Zip/Postal Code: H9H 3L1

Execution Date: Apr 30, 2005 Additional name(s) & addresses attached?  Yes  No

4. Application number(s) or patent number(s) are as follows:  
(a) Patent Application No(s). Please see attached, filed on \_\_\_\_\_ and titled:  
SUBSTITUTED PYRIDINES AS SELECTIVE CYCLOOXYGENASE-2 INHIBITORS

(b) If this document is being filed together with a new application, the execution date of the application is:  
\_\_\_\_\_ Additional numbers attached?  Yes  No

5. Name & address of party to whom correspondence concerning documents should be mailed:  
Name: Raynard Yuro  
Internal Address: PATENT DEPARTMENT  
MERCK & CO., INC.  
P.O. BOX 2000 -- RY60-30  
City & State: RAHWAY, N.J. Zip: 07065-0907

6. Total no. of applications & patents involved: 7  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 The Director is hereby authorized to charge the deposit account number entered below for any fees which may be required or to credit any overpayment.  
8. Deposit account number: 13-2755

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.  
Raynard Yuro Reg. No. 45.570 \_\_\_\_\_ Nov 21, 2005  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

NOTE: Send to Mail Stop Assignment Recordation Services or Fax to Patent and Trademark Office at (703) 306-5995

CERTIFICATE OF MAILING OR FACSIMILE TRANSMISSION  
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, or facsimile transmitted to the U.S. Patent and Trademark Office on:  
Name (Print/Type) Dawn Nudo  
Signature [Signature] Date November 21, 2005

**Attachment to**  
**Recordation Form Cover Sheet**

4. Application number(s) or patent number(s) are as follows:

Case No.	Application No.	Filing Date	Patent No.	Grant Date
19761Y	08/893,395	Jul. 11, 1997	5,861,419	Jan. 19, 1999
19761YDA	09/181,887	Oct. 29, 1998	6,001,843	Dec. 14, 1999
19761YDB	09/312,790	May 17, 1999	6,071,936	Jun 6, 2000
19761YDC	09/570,191	May 15, 2000		
19761YDD	10/021,187	Oct. 30, 2001	6,596,736	Jul. 22, 2003
19761YDE	10/395,788	Mar. 24, 2003	6,812,346	Nov. 2, 2004
19761YDF	10/916,097	Aug. 11, 2004		

Assignment UNITED STATES OF AMERICA

**CONFIRMATORY ASSIGNMENT - PATENTS**

WHEREAS,

**MERCK FROSST CANADA & CO.** (Assignor), hereinafter referred to as Assignor, whose full post office address is 16711 Trans-Canada Highway, Kirkland, Quebec, H9H 3L1, Canada, and whose registered office is Suite 900, 1959 Upper Water Street, Halifax, P.O. Box 997, Nova Scotia, B3J 2X2, Canada, did effective April 30, 2005, sell, assign, transfer, and set over to

**MERCK FROSST CANADA LTD.** (Assignee), whose principal office or place of business is at 16711 Trans-Canada Highway, Kirkland, Quebec, H9H 3L1, Canada, Assignor's ownership rights in respect of certain inventions, hereinafter referred to as the Inventions, as set forth and described in the patents and patent applications identified in Schedule "A" attached hereto, the patents and patent applications hereinafter referred to as the Patents;

AND WHEREAS, to confirm the sale, assignment, transfer and setting over, Assignor has agreed to execute and deliver this assignment;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms that it has sold, assigned, transferred and set over to Assignee, with effect as of April 30, 2005, its entire right, title, interest, property and benefit in and to the Inventions and the Patents in respect of **UNITED STATES OF AMERICA**, including any and all rights relating thereto in respect of **UNITED STATES OF AMERICA** that may arise at law, all rights of action in respect of **UNITED STATES OF AMERICA** resulting from prior infringement or other unauthorized use thereof, any and all applications corresponding thereto in respect of **UNITED STATES OF AMERICA**, whether in the form of divisions, continuations, re-examinations, re-issues and extensions thereof, any and all Letters Patent and like industrial property registrations (hereinafter referred to as the Registrations) that may issue, be granted or result from the Patents and said corresponding applications for the Inventions in respect of **UNITED STATES OF AMERICA**, and any and all rights of priority exercisable in **UNITED STATES OF AMERICA** resulting from the filing of the Patents, the said corresponding applications and any previously filed applications in respect of the Inventions under international conventions, treaties or otherwise, the same to be held and enjoyed as fully and exclusively as the same would have been held and enjoyed by Assignor had this sale, assignment, transfer and setting over not been made;

AND ASSIGNOR, on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby covenant and agree to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may reasonably be required by said Assignee, or by its successors,

assigns, nominees, or other legal representatives, to obtain said Letters Patent and Registrations and vest or secure the same in Assignee, and in Assignee's successors, assigns, nominees or other legal representatives.


AND ASSIGNOR does hereby authorize any official whose duty it is to grant patents or industrial property registrations, to grant said Letters Patent and Registrations to the Assignee, and to Assignee's successors, assigns, nominees or other legal representatives.

AND ASSIGNOR, on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby authorize said Assignee, its successors, assigns, nominees or other legal representatives, including its Patent Agents, to amend the present assignment document to insert or correct the filing date, serial number or other identifying information of the Patents as may be needed to record same.

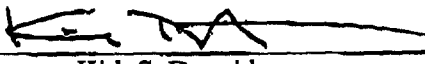
IN WITNESS WHEREOF, Assignor and Assignee have by their respective authorized signing officers executed this confirmatory assignment on the day and year set forth below.

DATED at Kirkland, Quebec, this 15th day of November, 2005.

**MERCK FROSST CANADA & CO.**

Per:   
Name: Kirk S. Duguid  
Title: Director & President

**MERCK FROSST CANADA LTD.**

Per:   
Name: Kirk S. Duguid  
Title: Director & Treasurer

**Schedule A**

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19761Y	08/893,395	Jul. 11, 1997	5,861,419	Jan. 19, 1999
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