

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
M. Zouhair Atassi	07/28/2004

RECEIVING PARTY DATA	
Name:	Allergan, Inc.
Street Address:	2525 Dupont Drive
Internal Address:	T2-7H
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Name:	Baylor College of Medicine
Street Address:	One Baylor Plaza
City:	Houston
State/Country:	TEXAS
Postal Code:	77030

PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10821669
Application Number:	11693095
Application Number:	11693104
Application Number:	11693111

CORRESPONDENCE DATA	
Fax Number:	(714)246-4249
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7142466521
Email:	Ferguson_Bonnie@Allergan.com

CH \$160.00 10821669

Correspondent Name: Dean G. Stathakis
Address Line 1: 2525 Dupont Drive
Address Line 2: T2-7H
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:

17525(BOT)

NAME OF SUBMITTER:

Dean G. Stathakis

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT is made by M. ZOUHAIR ATASSI having a principal place of residence at 11743 CAWDOR WAY, HOUSTON, TEXAS, 77024, (hereinafter "ASSIGNOR") to ALLERGAN, INC., having its principal place of business at 2525 DUPONT DRIVE, IRVINE, CALIFORNIA, 92612 and BAYLOR COLLEGE OF MEDICINE, having its principal place of business at ONE BAYLOR PLAZA, HOUSTON, TEXAS, 77030 (hereinafter ASSIGNEES).

WHEREAS, ASSIGNOR has invented and owns a new and useful invention for which an application for Letters Patent of the United States entitled BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND REDUCING IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY was filed on April 9, 2004, bearing Serial No. 10/821,669;

WHEREAS, ASSIGNOR believes himself to be the original inventor of said invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, as to Baylor College of Medicine, ASSIGNOR acknowledges that he is assigning his right as part of his obligations as College Personnel, under the Baylor College of Medicine Patent Policy; and

WHEREAS, the parties desire to have a recordable instrument assigning the ASSIGNEES as equal co-owners of the entire right, title and interest in, to, and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEES to ASSIGNOR of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers and sets over in equal share to ASSIGNEES, their successors, legal representatives and assigns, the full and exclusive right, title and interest in, to, and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof including, without limitation, continuation, division, continuation-in-part, substitute, reexamination, reissue, renewal, extensions, inventor's certificate, utility model or any other legal instrument equivalent thereto, pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial

possessions and in any and all foreign countries; and the full and exclusive right, title and interest in, to and under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said ASSIGNEES, their successors, legal representatives and assigns, for the use of said ASSIGNEES, their successors, legal representatives and assigns, for the full end of the term or terms for which the same 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 ASSIGNEES their successors, legal representatives and assigns, that, at the time of execution and delivery of said consideration, said ASSIGNOR is the sole and lawful owner of the full and exclusive right, title and interest in, to and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries; and that no sale, assignment, transfer, or any other agreement or encumbrance was or will be made or entered into which would conflict with this assignment and sale, 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 further covenants and agrees to and with said ASSIGNEES, their successors, legal representatives and assigns, that where lawful and desirable and whenever requested by said ASSIGNEES, their successors, legal representatives and assigns, said ASSIGNOR will promptly provide any and all known and accessible facts, data or any other pertinent information thereof; promptly execute and deliver any and all papers, documents, forms, declarations, oaths, affidavits and other legal instrument thereof; promptly assist and participate in any and all depositions, hearings, and trials; and testify under oath in any and all interference, litigation or any other judicial proceeding thereof; and promptly complete any and all actions necessary or desirable to carry out any and all purposes thereof, relating to any and all proceedings in connection with the submission, procurement, issuance, maintenance, enforcement or defense relating to said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries; without charge to said ASSIGNEES, their successors, legal representatives and assigns, but at the cost and expense of said ASSIGNEES, their successors, legal representatives and assigns.

AND said ASSIGNOR hereby authorizes and requests that any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries be issued to said ASSIGNEES, their successors, legal representatives and assigns as the ASSIGNEES of the full and exclusive right, title and interest in, to, and under said invention, for the sole use of said ASSIGNEES, their successors, legal representatives and assigns.

IN WITNESS THEREOF, I have executed this Assignment on this 28 day of July, 2004.

M. Zouhair Atassi
M. Zouhair Atassi

Acknowledgement

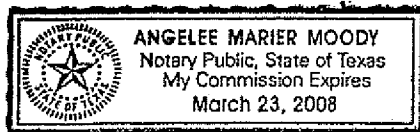
State of TEXAS)

) ss:

County of HARRIS)

On this 28 day of July, 2004 before me, M. Zouhair Atassi, personally appeared M. ZOUHAIR ATASSI, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS by my hand and official seal.



Angelee Marier Moody
Notary Public