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To the Director of the U.S. Patent and Trademark Office, 1500 Pennsylvania Avenue, Washington, DC 20540, or the address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Mark Rodgers-Evans

January 24, 2003

Execution Date(s)

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

2. Name and address of receiving party(ies)

Name: Basilea Pharmaceutica AG

Internal Address:

Street Address: Grenzacherstrasse 487,

City: Basel

State:

Country: Switzerland Zip: CH-4005

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

08/06/2007 DEBYRNE 00000122 033839 11881487  
01 FC:8021 40.00 DA

Additional numbers attached?  Yes  No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gibbons P.C.

Internal Address: One Gateway Center

Newark, New Jersey 07102-5310

Street Address:

City:

State: Zip:

Phone Number: 973-596-4500

Fax Number: 973-596-0545

Email Address:

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers Expiration Date

b. Deposit Account Number 03-3839

Authorized User Name Gibbons, P.C.

9. Signature:

*William H. Epstein*  
Signature

July 26, 2007  
Date

William H. Epstein

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

# Assignment

WHEREAS, I/WE

**Mark Rogers-Evans**

the ASSIGNOR(S), have invented certain new and useful improvements in

**Preparation of N-protected-3-pyrrolidine-lactam substituted phosphonium salts**

which are described and claimed in application for United States Letters Patent in respect of which a Declaration and Power of Attorney was executed on

January 24, 2003

which application is based upon the following foreign application(s)

**Europe No. 00117525.6 of August 14, 2000**


NOW, THEREFOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to me (us) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I/we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto

**Basilea Pharmaceutica AG, a Swiss Company  
of c/o Rudolf Maag, 11 Neuhofweg, CH-4102 Binningen, (Switzerland) the Assignee**

and the said Assignee's legal representatives, successors and assigns, the entire right, title and interest, in and to the said invention within the United States of America and its territories and possessions, and in and to said application and the Letters Patent of the United States of America that may be granted therefor, together with the right to extend the protection thereof to the various territories and possessions now owned or which may be acquired hereafter by the United States of America; and I/we do hereby request and authorize the Commissioner of Patents to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this assignment.

UPON SAID CONSIDERATION, I/we do hereby covenant and agree with the said Assignee that I/we will not execute any writing or do any act whatsoever conflicting with these presents, and that I/we will at any time upon request without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued, or extended Letters Patent of the United States of America on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor(s) at Basle, Switzerland, on  
January 24, 2003

  
\_\_\_\_\_  
Mark Rogers-Evans

PATENT