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Attorney docket:
01662/74004

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

Santiago INI
Yaron SHMUELY
Mili ABRAMOV

Execution Date(s) 22 July 2007; 07 August 2007; 22 July 2007

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

2. Name and address of receiving party(ies)

Name: TEVA PHARMACEUTICAL INDUSTRIES LTD

Internal Address: _____

Street Address: 5 Basel Street, P.O. Box 3190

City: Petah Tiqva

State: _____

Country: Israel Zip: 49131

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)

11/709,560

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gina R. Gencarelli

Internal Address: _____

KENYON & KENYON LLP

Street Address: ONE BROADWAY

City: NEW YORK

State: NEW YORK Zip: 10004

Phone Number: 212-425-7200

Fax Number: 212-425-5288

Email Address: _____

6. Total number of applications and patents involved:

01

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 _____
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Authorized User Name _____

9. Signature:

Gina R. Gencarelli
Signature

9/24/07
Date

Gina R. Gencarelli Reg. No. 59,729

Name of Person Signing

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

03

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
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PATENT
REEL: 019870 FRAME: 0603

01662/74004

ASSIGNMENT

WHEREAS, We,

Name: Santiago INI
Address: 51 Ruth St, Haifa 34404, Israel
Citizenship: Israeli

Name: Yaron Shmueli
Address: 7 Baruch Boran Road, Hedera 38303, Israel
Citizenship: Israeli

Name: Mili Abramov
Address: 83/4 Shenkin Street, Givataim, Israel
Citizenship: Israeli

have made an invention comprising new and useful improvements in **PROCESS FOR THE PREPARATION OF (S)-(-)-N,N-DIMETHYL-3-(2-THIENYL)-3-HYDROXYPROPANAMINE, A DULOXETINE INTERMEDIATE** for which a patent application for Letters Patent of the United States of America and other countries, was filed on **February 21, 2007** as Serial No. **11/709,560**, and claims the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below.

APPLICATION NUMBER	FILING DATE (day, month, year)
60/775,593	21 February 2006
60/791,103	10 April 2006
60/792,812	17 April 2006

WHEREAS **TEVA PHARMACEUTICAL INDUSTRIES LTD.**, having a place of business at **5 Basel Street, P.O. Box 3190, Petah Tiqva 49131, Israel**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges in the patent application hereinafter recited,

NOW, THEREFORE, for good and valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said invention, said patent application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said invention in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said invention, or upon said patent application, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said invention or upon said patent application, and

every priority right that is or may be predicated upon or arise from said invention, said patent application, and said Letters Patent(s).

2. Authorize Assignee to file patent applications in any or all countries for said invention in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said invention, patent application, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said invention; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals on the dates indicated:

Date: 22/7/07


Santiago Ini

Date: 7/8/07


Yaron Shmueli

Date: 22.7.07


Mili Abramov