

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/31/2007

CONVEYING PARTY DATA

Name	Execution Date
New River Pharmaceuticals Inc.	10/26/2007

RECEIVING PARTY DATA

Name:	Shire LLC
Street Address:	9200 Brookfield Court
City:	Florence
State/Country:	KENTUCKY
Postal Code:	41042

PROPERTY NUMBERS Total: 31

Property Type	Number
Application Number:	11179801
Application Number:	11268529
Application Number:	10923089
Application Number:	10953119
Application Number:	10953110
Application Number:	11635788
Application Number:	11392878
Application Number:	11089056
Application Number:	11745019
Application Number:	10923257
Application Number:	10953116
Application Number:	10923088
Application Number:	11400304
Application Number:	10885878

OP \$1240.00 11179801

PATENT

Application Number:	11517582
Application Number:	60849774
Application Number:	11868636
Application Number:	60874710
Application Number:	10701173
Patent Number:	7169752
Patent Number:	6716452
Patent Number:	7163918
Patent Number:	7223735
Patent Number:	7060708
Patent Number:	7018654
Patent Number:	5767227
Patent Number:	5910569
Patent Number:	6627660
Application Number:	11718311
Patent Number:	7105486
Application Number:	11868283

CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: channa@darbylaw.com
Correspondent Name: Joseph R. Robinson
Address Line 1: P.O. Box 770, Church Street Station
Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:	20342/8203097-000
NAME OF SUBMITTER:	Cindy Hanna

Total Attachments: 8
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ARTICLES OF MERGER
OF
NEW RIVER PHARMACEUTICALS I
INTO
SHIRE LLC

Trey Grayson
Secretary of State
Received and Filed
10/30/2007 12:20:47 PM
Fee Receipt: \$50.00

Pursuant to the provisions of Section 275.360 of the Kentucky Limited Liability Company Act, KRS-§275.001, *et seq.*, and Section 13.1-720 of the Virginia Stock Corporation Act, §13.1-601, *et seq.*, NEW RIVER PHARMACEUTICALS INC., a corporation existing under the laws of the Commonwealth of Virginia (the "Merged Entity"), and SHIRE LLC, a limited liability company existing under the laws of the State of Kentucky (the "Surviving Entity") (the Merged Entity and the Surviving Entity are referred to collectively as the "Constituent Entities"), adopt the following Articles of Merger for the purpose of merging the Merged Entity into the Surviving Entity:


1. Entities. The Merged Entity shall be merged with and into the Surviving Entity (the "Merger") and the Surviving Entity will continue its existence as the surviving company in its present form and under the name "Shire LLC" pursuant to the provisions of the Kentucky Revised Statutes.
2. Agreement and Plan of Merger. The Agreement and Plan of Merger ("Plan of Merger") is set forth in Exhibit A, which is attached hereto and incorporated by reference herein, as approved by the Board of Directors of the Merged Entity in accordance with Section 13.1-718 of the Virginia Stock Corporation Act and by the Board of Managers of the Surviving Entity in accordance with Section 275.350 of the Kentucky Limited Liability Company Act.
3. Compliance With Laws. As of the time of the filing of the Articles of Merger, the Constituent Entities have complied with the laws of the states under which they exist and the laws of those states permit the above referenced Merger.
4. Merger Authorized. By written consent dated October 19, 2007, the Plan of Merger was approved by the sole stockholder of the Merged Entity and by written consent dated October 19, 2007, the Plan of Merger was approved by the sole member of the Surviving Entity.
5. Effective Time. The Merger shall become effective on October 31, 2007 at 11:59 p.m., Eastern Daylight Time.

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IN WITNESS WHEREOF, the Constituent Entities have executed the Articles of Merger on this 26th day of October, 2007.

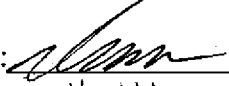
MERGED ENTITY:

New River Pharmaceuticals Inc.

By: 
Name: Matthew Emmens
Its: President

SURVIVING ENTITY:

Shire LLC

By: Shire US Inc.
By: 
Name: Matthew Emmens
Its: President

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of October *26*, 2007 (this "**Agreement**"), between New River Pharmaceuticals Inc., a Virginia corporation (the "**Virginia Corporation**"), and Shire LLC, a Kentucky limited liability company (the "**Kentucky LLC**").

WITNESSETH:

WHEREAS, the Virginia Corporation is a wholly-owned subsidiary of the Kentucky LLC;

WHEREAS, the Kentucky LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Virginia Corporation by means of a merger of the Virginia Corporation with and into the Kentucky LLC;

WHEREAS, Section 275.345 of the Kentucky Limited Liability Company Act, KRS §275.001, *et seq.* (the "**KLLCA**"), and Section 13.1-716 of the Virginia Stock Corporation Act, §13.1-601, *et seq.* (the "**VSCA**"), authorize the merger of a Virginia corporation with and into a Kentucky limited liability company;

WHEREAS, the Virginia Corporation and the Kentucky LLC now desire to merge (the "**Merger**"), following which the Kentucky LLC shall be the surviving entity;

WHEREAS, the Virginia Corporation's Articles of Incorporation and Bylaws permit, and resolutions adopted by the Virginia Corporation's Board of Directors authorize, this Agreement and the consummation of the Merger; and

WHEREAS, the requisite number of members of the Kentucky LLC have approved this Agreement and the consummation of the Merger as required for due authorization under the KLLCA.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE 1 THE MERGER

Section 1.01. *The Merger.* (a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Virginia Corporation and the Kentucky LLC shall determine, the Kentucky LLC, which shall be the surviving entity, shall merge with the Virginia Corporation and the parties hereto shall file articles of merger (the "**VA Articles of Merger**") with the Virginia State Corporation Commission and articles of merger (the "**KY Articles of Merger**") with the Secretary of State of the State of Kentucky and make all other filings or recordings required by Virginia or Kentucky law in connection

with the Merger. The Merger shall become effective on October 31, 2007 at 11:59 p.m., Eastern Daylight Time (the "Effective Time"), which such date and time shall to the extent necessary or appropriate be specified in the VA Articles of Merger and/or the KY Articles of Merger.

(b) At the Effective Time, the Virginia Corporation shall be merged with and into the Kentucky LLC, whereupon the separate existence of the Virginia Corporation shall cease, and the Kentucky LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 275.345 of the KLLCA and Section 13.1-716 of the VSCA.

Section 1.02. *Cancellation of Stock; Conversion of Interests.* At the Effective Time: (a) Each share of capital stock of the Virginia Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company interest in the Kentucky LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE 2

THE SURVIVING LIMITED LIABILITY COMPANY

Section 2.01. *Articles of Organization and Declaration.* The articles of organization and declaration of the Kentucky LLC in effect at the Effective Time shall be the articles of organization and declaration of the Surviving LLC thereafter unless and until amended in accordance with their terms and applicable law. The name of the Surviving LLC shall be "Shire LLC".

ARTICLE 3

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 3.01. *Transfer, Conveyance and Assumption.* At the Effective Time, the Kentucky LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights and duties of the Virginia Corporation, and all of the assets and property of whatever kind and character of the Virginia Corporation shall vest in the Kentucky LLC without further act or deed; thereafter, the Kentucky LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Virginia Corporation, and any claim or judgment against the Virginia Corporation may be enforced against the Kentucky LLC, as the Surviving LLC, in accordance with Section 275.365 of the KLLCA and Section 13.1-721 of the VSCA.

Section 3.02. *Further Assurances.* If at any time the Kentucky LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Virginia Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Virginia Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE 4
CONDITIONS TO THE MERGER

Section 4.01. *Conditions To The Obligations Of Each Party.* The obligations of the Kentucky LLC and the Virginia Corporation to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

- (a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;
- (b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and
- (c) this Agreement shall have been adopted by the requisite number of the shareholders of the Virginia Corporation required by and in accordance with applicable law.

ARTICLE 5
TERMINATION

Section 5.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual written consent of the Kentucky LLC and the Board of Directors of the Virginia Corporation; or
- (b) by either the Kentucky LLC or the Board of Directors of the Virginia Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Virginia Corporation or the Kentucky LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Survival of Representations and Warranties.* The representations and warranties and agreements contained in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement.

Section 6.02. *Amendments; No Waivers.* (a) Any provisions of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Kentucky LLC and by the Virginia Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.03. *Integration.* All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Virginia Corporation and the Kentucky LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Virginia Corporation and the Kentucky LLC with respect to the subject matter hereof.

Section 6.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

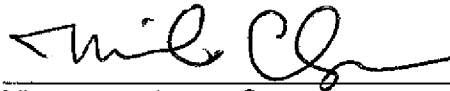
Section 6.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to principles of conflicts of laws.

Section 6.06. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.


[Remainder of Page Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

SHIRE LLC

By: 
Name: MIKE CHAPMAN
Title: PRESIDENT

NEW RIVER PHARMACEUTICALS INC.

By: 
Name: Matthew Emmens
Title: President