# OP \$400,00 63036

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Syntex (U.S.A.) Inc.	10/23/2007

## RECEIVING PARTY DATA

Name:	Roche Palo Alto LLC	
Street Address:	3431 Hillview Avenue	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94304	

### PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6303607
Patent Number:	6479496
Patent Number:	6562826
Patent Number:	6852724
Patent Number:	6369062
Patent Number:	6503911
Patent Number:	6617328
Patent Number:	6525057
Patent Number:	6620814
Patent Number:	6864258

## **CORRESPONDENCE DATA**

Fax Number: (650)856-3710

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650/251-1104
Email: scastillo@foley.com

PATENT REEL: 020056 FRAME: 0107

500389448

Correspondent Name: Lorna L. Tanner
Address Line 1: 1530 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 045710-0130

NAME OF SUBMITTER: Lorna L. Tanner

Total Attachments: 4

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> PATENT REEL: 020056 FRAME: 0108

Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET PATENTS ONLY				
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)	2. Name and address of receiving party(ies)			
Syntex (U.S.A.) Inc. 3431 Hillview Avenue	Name: Roche Palo Alto LLC			
Palo Alto, CA 94304	Internal Address:			
Additional name(s) of conveying party(ies) attached? Yes V No				
3. Nature of conveyance/Execution Date(s):	Street Address: 3431 Hillview Avenue			
Execution Date(s) October 23, 2007  Assignment  Merger				
Security Agreement Change of Name	City: Palo Alto,			
Joint Research Agreement	Ctata: California			
Government Interest Assignment	State: California			
Executive Order 9424, Confirmatory License	Country: U.S.A. Zip: 94304			
Other	Additional name(s) & address(es) attached? Yes Vo			
4. Application or patent number(s):  A. Patent Application No.(s)  Additional numbers att	document is being filed together with a new application.  B. Patent No.(s)  6,303,607; 6,369,062; 6,620,814; 6,479,496; 6,503,911; 6,864,258 6,562,826; 6,617,328; 6,852,724; 6,525,057;  ached? Yes No			
5. Name and address to whom correspondence	6. Total number of applications and patents			
concerning document should be mailed:	involved:_10			
Name:Lorna L. Tanner	7. Total fee (37 CFR 1.21(h) & 3.41) \$400.00			
Internal Address: FOLEY & LARDNER LLP	Authorized to be charged by credit card			
	Authorized to be charged to deposit account			
Street Address: 1530 Page Mill Road	Enclosed  None required (government interest not affecting title)			
City: Palo Alto,	8. Payment Information			
State: California Zip:94304-1125	a. Credit Card Last 4 Numbers 7699 Expiration Date 11/30/2008			
Phone Number: <u>(650) 251-1104</u>	b. Deposit Account Number 19-0741			
Fax Number: <u>(650)</u> 856-3710				
Email Address: ttanner@foley.com	Authorized User Name Lorna L. Tanner			
9. Signature: Louis LAR.	November 1, 2007			
Signature	Date			
Lorna L. Tanner 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 (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

### PATENT ASSIGNMENT

WHEREAS Syntex (U.S.A.) Inc., of 3431 Hillview Avenue, Palo Alto, CA 94304, (hereinafter "Assignor") is the owner by virtue of assignment by John Langridge and Fiona Baker (named inventors), of the following United States Letters Patents, and the inventions set forth therein, as shown by the records of the United States Patent and Trademark Office:

U.S. PATENT NO.	GRANT DATE	TITLE
6,369,062	Apr. 9, 2002	Sustained Release Ranolazine Formulations
6,503,911	Jan. 7, 2003	Sustained Release Ranolazine Formulations
6,617,328	Sep. 9, 2003	Sustained Release Ranolazine Formulations
6,620,814	Sep. 16, 2003	Sustained Release Ranolazine Formulations

WHEREAS Assignor is also the owner by virtue of assignment from Andrew A. Wolff, (a named inventor), of the following United States Letters Patents, and the inventions set forth therein:

U.S. PATENT NO.	GRANT DATE	TITLE
6,303,607	Oct. 16, 2001	Method for Administering a Sustained Release
		Ranolazine Formulation
6,479,496	Nov. 12, 2002	Methods for Treating Angina with Ranolazine
6,562,826	May 13, 2003	Sustained Release Ranolazine Formulations
6,852,724	Feb. 8, 2005	Sustained Release Ranolazine Formulations
6,369,062	Apr. 9, 2002	Sustained Release Ranolazine Formulations
6,503,911	Jan. 7, 2003	Sustained Release Ranolazine Formulations
6,617,328	Sep. 9, 2003	Sustained Release Ranolazine Formulations
6,525,057	Feb. 25, 2003	Sustained Release Ranolazine Formulations
6,620,814	Sep. 16, 2003	Sustained Release Ranolazine Formulations
6,864,258	Mar. 8, 2005	Sustained Release Ranolazine Formulations

WHEREAS Roche Palo Alto LLC, 3431 Hillview Avenue, Palo Alto, CA 94304, (hereinafter referred to singly and collectively as "Assignee") is desirous of acquiring the full right, title and interest in and to said inventions for the United States of America, and in and to said United States Letters Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to said inventions for the United States of America, and in and to said Letters Patents listed above, including any and all priority applications, divisional, continuation, continuation-in-part, reissues or extensions thereof, to be held and enjoyed by Assignee for its own use as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but

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also that such assigned rights are not encumbered by any grant, license, or other right theretofore given except as provided for in a license agreement between Assignee, the licensor, and CV Therapeutics, Inc., the licensee that relates to ranolazine; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested.

The undersigned hereby grant the firm of FOLEY & LARDNER LLP, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Date: ///

Name: Kevin A. Marks, Esq.

Syntex (USA) Inc.

Title: Vice President and General Counsel

State of California

County of Santa Clara

On this 23rd day of Octobes  $\underline{\phantom{a}}$ , 20 $\underline{07}$ , before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed. sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

> ETHEL KELLY Commission # 1449650 Notary Public - California Santa Clara County My Comm. Expires Dec 3, 2007

My Commission Expires:  $\sqrt{2/03/2007}$ 

**RECORDED: 11/01/2007**