

RECORDATION FORM  
PATENTS (

12-28-2007



DOCKET: 54102  
DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissione  
attached original documents or copy thereon:

103471455

word the

1. Name of conveying party(ies):  
SUMMERS LABORATORIES, INC.  
103 G. P. CLEMENT DRIVE  
COLLEGEVILLE, PA. 19426

Additional names(s) or con-  
veying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving  
party (ies):  
Name: SCIELE PHARMA CAYMAN LTD.  
Internal Address: \_\_\_\_\_

3. Nature of Conveyance:  
☒ Assignment ☐ Merger  
☐ Security ☐ Change of Name  
☐ Agreement  
☐ Other

Execution Date: JULY 16, 2007

Street Address: FIVE CONCOURSE PARKWAY  
SUITE 1800

City ATLANTA State: GA Zip 30328

Additional name(s) &  
addresses attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execu-  
tion date of the application is: \_\_\_\_\_

A. Patent application No. (s)

B. Patent No (s).  
6,793,931

Additional numbers attached? ☐ Yes ☒ No

5. Name and Address of party to whom  
correspondence concerning document should be  
mailed:

Name: HENRY E. MILLSON, JR

Internal Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

Street Address: 675 GOLDEN HAWK DR.

City PRESCOTT State AZ ZIP 86301

6. Total number of applications and  
patents involved: ☐ 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number

(Attached duplicate copy of this page if paying by  
deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a  
true copy of the original document.

HENRY E. MILLSON, JR.

Name of Person Signing

Signature

Date

Total Number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0100 (EXP. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 020309 FRAME: 0664

PATENT  
Serial No. 6, 793, 931

ASSIGNMENT OF PATENT

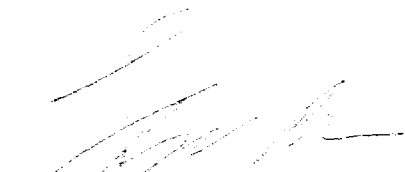
WHEREAS, Summers Laboratories Inc., a corporation duly organized and existing under the laws of Pennsylvania and having a place of business at 103 G.P. Clement Drive, Collegeville, PA 19426 acquired the entire right, title and interest in and to U.S. Patent No. 6, 793, 931 having a patent date of September 21, 2004, which issued from application Serial No. 10/195, 048, filed July 11, 2002, entitled ECTOPARASITE ASPHYXIATOR COMPOSITIONS AND METHODS FOR THEIR APPLICATION, and is the assignee of record on said patent;

WHEREAS, Sciele Pharma Cayman Ltd., a corporation duly organized and existing under the laws of the Cayman Islands has acquired from Summers Laboratories, Inc. the entire right, title, and interest in and to the above patent, the invention contained therein, and all reissues, reexaminations, extensions, divisions, continuations and continuations-in-part associated therewith pursuant to the terms of an Asset Purchase Agreement dated July 16, 2007 and a PATENT AND TRADEMARK ASSIGNMENT agreement also dated July 16, 2007 (copy attached).

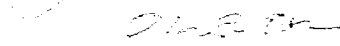
NOW THEREFORE, Sciele Pharma Cayman, Ltd. hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent, which may issue upon said invention to said Sciele Pharma Cayman, Ltd. as assignee of the entire right, title and interest in and to said invention, said patent, and any and all Letters Patent that may issue upon said invention in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand as the following date, as

an authorized representative of Sciele Pharma Cayman, Ltd.

  
\_\_\_\_\_  
Signature

28 August 2007  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Title

Attachment: PATENT AND TRADEMARK ASSIGNMENT agreement relating to assigned patent assets.

**PATENT AND TRADEMARK ASSIGNMENT**

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is dated as of July 16, 2007, by and between SUMMERS LABORATORIES, INC., a Pennsylvania corporation ("Assignor"), and SCIELE PHARMA CAYMAN LTD., a company organized under the laws of the Cayman Islands ("Assignee"), in favor of Assignee. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties". All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Assignor owns the entire right, title, and interest in and to certain inventions set forth in patents and patent applications identified on Schedule A attached hereto (the "Patents") and the trademark applications also described on Schedule A attached hereto (the "Trademarks");

WHEREAS, it is the intention of the Parties that Assignor should assign to Assignee the Assignor's entire right, title and interest in and to the Patents and the Trademarks;

WHEREAS, Assignor and Assignee desire to confirm such assignment pursuant to this Assignment.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement, dated as of July 16, 2007 (the "Purchase Agreement"), by and between Assignor and Assignee, and for the consideration to be provided pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment of Patents and Trademarks. Assignor does hereby assign, transfer and deliver to Assignee the entire right, title and interest of Assignor in and to the Patents and the Trademarks and all reissues, reexaminations, extensions, divisions, continuations, and continuations-in-part associated therewith, all said rights to be held and enjoyed by the Assignee to the full end of the term for which the Patent has been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.

2. Recordation of Assignment. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the diverse registrars, commissioners and other official authorities charged with registration and issuance of patents in the various jurisdictions affected to record Assignee as the owner of the Patents and the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters patent, notices and any other communications and documents bearing on the Patents or the Trademarks.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

4. Assignment and Binding Effect. This Assignment and all rights and powers granted and obligations created hereby will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation, other than Buyer or Seller and their successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant, condition, promise or agreement hereof, and all of the terms, covenants, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Buyer or Seller and their successors and assigns.

6. Captions. The titles and captions contained in this Assignment are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision of this Assignment.

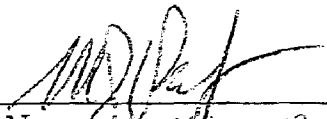
7. Amendment; Waiver. This Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

8. Counterparts. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment.

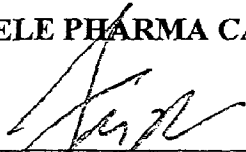
*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

**SUMMERS LABORATORIES, INC.**

By:   
Name: MICHAEL PRECOPIO  
Title: PRESIDENT

**SCIELE PHARMA CAYMAN LTD.**

By:   
Name: LESLIE ETKIN  
Title: SECRETARY

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