

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Council of Scientific and Industrial Research	05/17/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	USV Limited
<b>Street Address:</b>	B.S.D Marg, Govandi
<b>City:</b>	Mumbai
<b>State/Country:</b>	INDIA
<b>Postal Code:</b>	400 088
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7109353
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)984-6159
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	administration@licensinglaw.net
<b>Correspondent Name:</b>	Mark Pohl
<b>Address Line 1:</b>	55 Madison Ave, 4th Floor
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07960
<b>NAME OF SUBMITTER:</b>	J Mark Pohl
<b>Total Attachments: 8</b> source=document1#page1.tif source=document1#page2.tif source=document1#page3.tif source=document1#page4.tif source=document1#page5.tif source=document1#page6.tif source=document1#page7.tif source=document1#page8.tif	

OP \$40.00 7109353

**PATENT**

FOR DENA B...  
MUMBAI-400075

Authorized Signatory

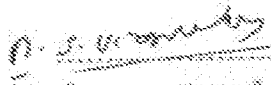
Patent Assignment Deed

This Patent Assignment Deed ("Agreement") is entered into, on 17<sup>th</sup> day of May, 2007 by and between USV Ltd, with its registered office at B.S.D.Marg, Govandi, Mumbai 400 088 (hereinafter called "Assignee" which expression unless repugnant to the context or meaning thereof be deemed to mean and include their successors in business and assigns), and Council of Scientific and Industrial Research having its headquarters at 2 Rafi Marg, New Delhi 110001, through its constituent laboratory National Chemical Laboratory, Homi Bhabha Road, Pune - 411008, India (hereinafter called "Assignor" which expression unless repugnant to the context or meaning thereof be deemed to mean and include their successors in business and assigns). The parties hereby agree as follows:

**1. Background**

1.1 Assignor owns and filed Indian, PCT and US patent applications for its (hereinafter referred to as "the said Inventions") as identified in Annexure A

  
Company stamp & signature (USV)

  
Company stamp & signature (CSIR)

Dorzolamide Patent Assignment Deed between CSIR & USV

Page 1 of 1



21127 96441  
115461  
R.00600001-935081  
15:14  
APR 26 2007  
MAHARASHTRA

1.2 Assignor wishes to assign to Assignee all rights, title and interest in such patent applications and the said Inventions and the causes of action to further prosecute the said applications and the said inventions worldwide.

1.3 Assignee wishes to take assignment from Assignor all rights, title and interest in the Patent Applications (defined below) and the said Inventions, free and clear of any restrictions, liens, claims and encumbrances.

## 2. Definitions

2.1 "**Patent Applications**" and "**the said Inventions**" means the Patent Applications and Inventions as listed in **Annexure A**.

"**Docket**" means Assignor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Patent Applications throughout the world, including, without limitation, information relating to deadlines, payments, and filings, which is current as of the Effective Date.

2.2 "**Effective Date**" means the date on which this Agreement is signed by both the parties.

2.3 "**Primary Warranties**" means, collectively, the representations and warranties of Assignor set forth in section 5.

2.4 "**Prosecution History Files**" means the names and addresses of prosecution counsel and all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defence, filing, issuance, registration, assertion or enforcement of the Patent Applications.

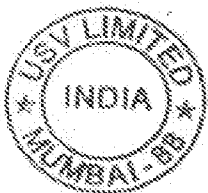
## 3. Transmittal, Review, Closing Conditions and Payment

3.1 **Transmittal.** Within ten (10) calendar days following the Effective Date, Assignor will send to Assignee the Assignment Forms, the List of Prosecution Counsel, the Docket, the Prosecution History Files, and all other files and documents necessary to establish the Assignor's representations and warranties of Section 5 relating to the Patent Applications and the said Inventions.

3.2 **Closing.** The closing of the sale of the Patent Applications and the said Inventions hereunder will occur when all conditions set forth in paragraph 3.3 have been satisfied or waived (the "Closing"). All the waivers shall be in writing. Assignee and Assignor will use reasonable efforts to carry out the Closing within fifteen (15) calendar days following the Effective Date.

3.3 **Closing Conditions.** The following are conditions precedent to Assignee's obligation to make the payment in paragraph 3.4.

(a) **Signature by Assignee & Assignor.** Assignee and Assignor has executed this Agreement and delivered an Original Copy of this Agreement to each other.



Company stamp & signature (USV)

Company stamp & signature (CSIR)

(b) Compliance with Agreement. Assignor performed and complied in all respects with all of the obligations under this Agreement that are to be performed or complied with by it on or prior to the Closing.

(c) Representations and Warranties True. Assignee is satisfied that, as of the Effective Date and as of the Closing, the representations and warranties of Assignor contained in Section 6 are true and correct.

(d) Patent Applications Not Abandoned. Assignee is satisfied that, as of the Effective Date and as of the Closing, none of the assets that are included in the Patent Applications have expired, lapsed, or been abandoned or deemed withdrawn.

3.4 Payment. At Closing, Assignee will pay to Assignor the amount of Rupees Twenty lakhs Only (Rs. 20,00,000/-) plus service tax as applicable on the date of payment. Thereupon, the Assignor will cause the Executed Patent Assignment forms to be delivered to the Assignee. Assignee may record the Executed Assignments with the applicable patent offices only upon Closing.

3.5 Taxes. Assignee shall pay service taxes as applicable on the date of payment to the Assignor as mentioned in para 3.4

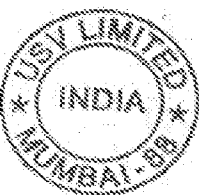
3.6 Termination and Survival. In the event all conditions to Closing set forth in paragraph 3.3 are not met within thirty (30) days following the Effective Date, Assignee will have the right to terminate this Agreement by written notice to Assignor. Upon termination, Assignee will return all documents delivered to Assignee under this Section 3 to Assignor. The provisions of section 8 will survive any termination.

#### 4. Transfer of Patent Applications and Additional Rights

4.1 Assignment of Patent Applications. Upon the Closing and on making payment as mentioned in para 3.4, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title, and interest in and to the Patent Applications, the said Inventions and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom as well as the right to apply for corresponding foreign Patents, Patent Co-operation Treaty (PCT) Application, free from all encumbrances to the intent that the grant of the Patent granted pursuant to the Patent Application shall be in the name of and shall vest in the Assignees TO HOLD UNTO the Assignees absolutely.

4.2 It is hereby agreed between the parties hereto that so far as permitted the Assignees or their nominees or their assignee shall be entitled to endorse on any Patent Application the following phrase or a phrase substantially in the same terms or a translation thereof :-

"We, the Inventors and/or Assignors hereby assent to any divisional Applications arising from the Patent Application being made in the name of the Applicant and declare that the Applicant is legally and beneficially entitled to the right in the Patent Application and in any Divisional Application arising thereof and in any Patent granted on any such applications".



Company stamp & signature (USV)

Company stamp & signature (CSIR)

4.3 The Assignor may use the Patents for the purpose merely for the purposes of experiment or research in India. In respect of further patentable improvement/s and development/s which the Assignor or its employees may make at any point of time in said Patents, the Assignor undertakes to give first right of refusal to the Assignee at the Assignee's option to have assignment of such patentable improvement/s and development/s in its name on such separate terms and conditions as may be mutually agreed between the parties in writing.

## 5. Additional Obligations

5.1 Further Cooperation. At the reasonable request of Assignee, the Assignor will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Assignee/Assignor the benefit of the transactions contemplated hereby. In addition, Assignee will continue to prosecute, maintain and defend the Patent Applications at sole expense of the Assignor after Closing.

5.2 At the request and cost of the Assignees, Assignors shall assist the prosecution of the Patent Application to grant and will assist the defence of any proceedings by way of intervention or in opposition to the grant of Patent on the Patent Application and will execute and do all such documents and things as may be necessary or proper to obtain the acceptance of the Patent Application and for procuring the grant of Patent pursuant to the Patent Application and/or making an application to record an entry on the Register of Patent regarding the equitable assignment of the Patent Application. In the event that any proceedings are at any time instituted by way of Claim, Petition or Counter Claim impugning the validity of the Patent vested in the Assignees by virtue hereof the Assignors will render all reasonable assistance to the Assignees in relation thereto.

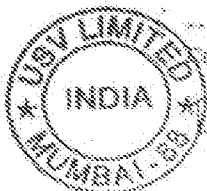
5.3 Payment of Fees. Assignee will pay any maintenance fees, annuities, and the like due or payable on the Patent Applications after the Closing.


## 6. Representations and Warranties of Assignor

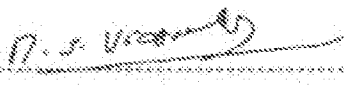
Assignor hereby represents and warrants to Assignee as follows that, as of the Effective Date and as of the Closing:

6.1 Authority. Assignor has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Patent Applications and the said Inventions to Assignee.

6.2 Title and Content. Assignor owns all right, title, and interest to the Patent Applications and the said Inventions, including, without limitation, all right, title, and interest to sue for infringement of the Patents. The Assigned Patent Applications are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Applications. There are no existing contracts, agreements, options, commitments, proposals, bids, offers or rights with, to or in any person to acquire any of the Patent Applications and the said Inventions.



  
Company stamp & signature (USV)

  
Company stamp & signature (CSIR)

6.3 Existing Licenses. No licenses under the Patent Applications, or interest or rights in any of the Patent Applications and the said Inventions, have been granted or retained by Assignor or inventors.

6.4 Restrictions on Rights. Assignee will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patent Applications and the said Inventions as a result of any prior transaction related to the Patent Applications and the said Inventions.

6.5 Validity and Enforceability. None of the Patents has ever been found invalid, unpatentable or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Assignor does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid, unpatentable or unenforceable. The Assignors have not done or omitted and will not do or omit to be done, any act, matter or thing whereby the Patent applied for Application may be invalidated.

6.6 Enforcement. Assignor has not put a third party on notice of actual or potential infringement of any of the Patent Applications. Assignor has not invited any third party to enter into a license under any of the Patent Applications. Assignor has not initiated any enforcement action with respect to any of the Patents.

6.7 The Assignors shall provide to the Assignees and Patent Agents or Advocates of the Assignees with a full description of the said Invention and such further explanation as they may require

## 7. Representations and Warranties of Assignee

Assignee hereby represents and warrants to Assignor as follows that, as of the Effective Date and as of the Closing:

7.1 Assignee is a public limited company duly formed, validly existing, and in good standing under the applicable law of India.

7.2 Assignee has all requisite power and authority to (i) enter into, execute, and deliver this Agreement and (ii) perform fully its obligations hereunder.

## 8. Miscellaneous

8.1 Limitation on Consequential Damages. Except in the event of breach of any of the primary warranties by Assignor, neither party will have any obligation or liability for any incidental, indirect or consequential, multiplied, punitive, special, or exemplary damages or loss of revenue, profit, savings or business arising from or otherwise related to this Agreement.

8.2 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of the Government of India

8.3 Governing Law; Venue/Jurisdiction. Both Parties agree that all disputes arising out of or in connection with this Agreement shall first be resolved through negotiation by both Parties, and if required involving joint mediation by the Director General of the CSIR and Head of Patent Dept. of Assignee;



Company stamp & signature (USV)

Company stamp & signature (CSIR)

8.3.1 Further, in case, no negotiated settlement is reached between the Parties within 90 days from the date of making a complaint by the either party to the other party, the dispute shall be referred to arbitration of three arbitrators one each to be appointed by each party and the two arbitrators shall appoint a third arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof. The decision of the three arbitrators shall be final and binding on the parties hereto. The place of arbitration shall be at Mumbai and shall be conducted in English language.

8.4 Notices. Notices shall be sent by hand delivery, courier, air mail or facsimile confirmed by air mail addressed as follows:

**USV:** Legal Department  
USV Limited  
B.S.D. Marg, Govandi,  
Mumbai 400 088, India  
Tel. : 022-25564048  
Fax : 022-25584025

**NCL:** Director,  
National Chemical Laboratory,  
Dr. Homi Bhabha Road  
Pune 411 008  
Tel. : 020-25902600  
Fax : 020-25902601

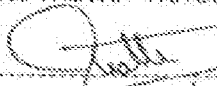
8.5 Notices are deemed given on (a) the date of receipt if delivered personally or by courier. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this paragraph.

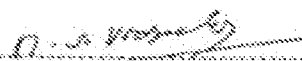
8.6 Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

8.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

8.8 Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

8.9 Miscellaneous. This Agreement, including its Annexure A, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings

  
\_\_\_\_\_  
Company stamp & signature (USV)

  
\_\_\_\_\_  
Company stamp & signature (CSIR)

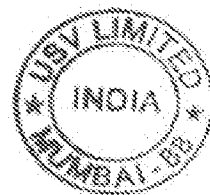


contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following Annexure is attached hereto and incorporated herein: Annexure A (entitled "Patent Applications to be Assigned").

In witness whereof, intending to be legally bound, the parties have executed this Patent Applications Purchase Agreement as of the Effective Date.

For & on behalf of  
Council of Scientific &  
Industrial Research  
New Delhi - 110 001

For & on behalf of  
USV Limited  
Mumbai - 400 088



*M. S. Vidyannathan*  
एम्. एस. वीद्यनथन / M. S. Vidyannathan  
प्रशासन निदेशक / Controller of Administration  
राष्ट्रीय रासायनिक प्रयोगशाला  
NATIONAL CHEMICAL LABORATORY  
पुणे / PUNE - 411 008

*Sudhir P. Thatte*

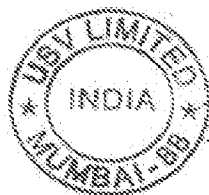
Sudhir P. Thatte  
Sr. Manager-Legal

WITNESSES :

*Manoj...*  
मनीष एन. वेंकटेश्वर  
Finance & Accounts Officer  
राष्ट्रीय रासायनिक प्रयोगशाला  
National Chemical Laboratory  
पुणे / PUNE - 411 008

*T. V. Radhakrishnan*  
1. Dr. T.V. Radhakrishnan

*D. G. Sathe*  
2. Dr. D.G. Sathe



*Sudhir P. Thatte*  
Company stamp & signature (USV)

*M. S. Vidyannathan*  
Company stamp & signature (CSIR)



Annexure A  
Patent Applications to be Assigned

Patent Application No.	Patent Grant No.	Country	Title
796/DEL/2005		INDIA	PROCESS FOR PREPARING 5,6-DIHYDRO-4-(S)-(ETHYLAMINO)-6-(S) METHYL-4H-THIENO[2,3b]THIOPYRAN-2-SULPHONAMIDE-7,7-DIOXIDE HCl
WO 2006/070387		WORLD	PROCESS FOR PREPARING 5,6-DIHYDRO-4-(S)-(ETHYLAMINO)-6-(S) METHYL-4H-THIENO[2,3b]THIOPYRAN-2-SULPHONAMIDE-7,7-DIOXIDE HCl
US 2006/0142595	US 7109353	U.S.A.	PROCESS FOR PREPARING 5,6-DIHYDRO-4-(S)-(ETHYLAMINO)-6-(S) METHYL-4H-THIENO[2,3b]THIOPYRAN-2-SULPHONAMIDE-7,7-DIOXIDE HCl



*[Handwritten Signature]*

Company stamp & signature (USV)

*[Handwritten Signature]*

Company stamp & signature (CSIR)