

**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>
Elan Corporation, PLC	12/31/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Elan Pharma International Limited
<b>Street Address:</b>	Monksland
<b>Internal Address:</b>	Athlone Co.
<b>City:</b>	Westmeath
<b>State/Country:</b>	IRELAND
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4917899
Patent Number:	5370879
Patent Number:	5540938
Patent Number:	5580580
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)299-2150
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	215-299-2186
<b>Email:</b>	lthornton@foxrothschild.com
<b>Correspondent Name:</b>	Lindette C. Thornton
<b>Address Line 1:</b>	2000 Market Street
<b>Address Line 2:</b>	Tenth Floor
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	34074
<b>NAME OF SUBMITTER:</b>	Lindette C. Thornton

**CH \$160.00 4917899**

**Total Attachments: 12**

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**THIS DEED OF ASSIGNMENT**, dated 31 December, 2006 is made

**BETWEEN:**

- (1) **ELAN CORPORATION, PLC**, a public limited company incorporated under the laws of Ireland, and having its registered office at Treasury Building, Lower Grand Canal Street, Dublin 2, Ireland (the "**Assignor**"); and
- (2) **ELAN PHARMA INTERNATIONAL LIMITED**, a private limited company incorporated under the laws of Ireland, and having its registered office at Monksland, Athlone Co. Westmeath, Ireland (the "**Assignee**").

**BACKGROUND:**

- (A) The Assignor is the legal and beneficial owner of certain drug delivery technologies (the "**Technologies**") used or useful in the development, manufacture and administration of pharmaceutical products displaying certain delivery or release characteristics. Various aspects of the Technologies are protected by patents and / or are the subject of currently pending patent applications, hereinafter "**the Patents**" (including without limitation those set out in Schedule 1 hereto). The Assignor also owns certain know-how ("**the Know-How**") relating to the Technologies. The Assignor also owns various trade marks relating to or used in connection with the Technologies, together with the associated goodwill hereinafter "**the Trade Marks**" (as set out in Schedule 2 hereto, together with any other registrations and applications for registration in any country of the world of any of the trade marks listed in Schedule 2). The Patents, the Know-How and the Trade Marks collectively are hereinafter referred to as the "**Intellectual Property Rights**".
- (B) The Assignor has actively engaged in out licensing the Technologies and related Intellectual Property Rights to third parties, in return for which the Assignor receives certain ongoing royalties and other payments. In particular the Assignor has entered into various licences with third parties (see Existing Licences) under the terms of which the third party is entitled to operate under or use some or all of the Intellectual Property Rights.
- (C) The Assignor now wishes to transfer the Intellectual Property Rights and (to the extent Assignor is permitted to do so under the terms of the relevant agreements) its rights, duties, obligations and liabilities arising under or related to the Existing Licences to the Assignee on the terms set out below.

**THE PARTIES AGREE** as follows:

**1. ASSIGNMENT:**

In consideration of the payment of an amount equal to the book value of the Intellectual Property rights and associated assets and liabilities as at the effective date

(receipt of which is hereby acknowledged), the Assignor assigns and transfers (to the extent Assignor is permitted to do so) to the Assignee, and the Assignee accepts such assignment and transfer, all right, title and interest in the Intellectual Property Rights and all the Assignor's rights, duties, obligations and liabilities arising under or related to the Existing Licences (whether accrued and / or present or future and / or actual or contingent).

## **2. UNDERTAKING:**

- 2.1. To the extent that the Assignor cannot assign any Intellectual Property Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be irrevocably and unconditionally waived by the Assignor, and shall not be exercised against the Assignee, or any person deriving an interest therein through the Assignee including its assignees and licensees.
- 2.2. The Assignor hereby agrees not to communicate or otherwise make available the Know-How to any third party without the prior written consent of the Assignee, nor use the Know-How for any purpose.
- 2.3. The Assignor warrants that, except for the Assignee, certain third parties and certain employees of the Assignor (all of whom are subject to an enforceable obligation of confidentiality), the Know-How has not been disclosed to any person, firm or company.
- 2.4. The Assignor shall provide the Assignee with such explanations concerning the Know-How as the Assignee reasonably requires.

## **3. GOVERNING LAW AND JURISDICTION:**

- 3.1 This Deed of Assignment and all matters arising out of or in connection with it are governed by Irish law.
- 3.2 The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Assignment.

**EXECUTED** by the parties as a deed and delivered on the date written at the start of this Deed of Assignment

Executed as a Deed by:

**ELAN CORPORATION, PLC**

By: 

Name: Liam Daniel


Title: EVP & Company Secretary

Witnessed by: Noel Kehoe

Name: NOEL KEHOE

Title: .....

**ELAN PHARMA INTERNATIONAL LIMITED**

By: 

Name: Liam Daniel

Title: EVP & Company Secretary

Witnessed by: Noel Kehoe

Name: NOEL KEHOE

Title: .....

**SCHEDULE 1. Patents.**

Title / Elan Family	Territory	Number
<p>SCREENING METHOD AND APPLICATION THEREOF – DETECTION OF DHEA IN HIV INFECTION</p> <p>Elan 0700</p>	<p>France United Kingdom Italy</p>	<p>9,111,118 2,249,833 1,255,009</p>
<p>TAMER RESISTANT MATRIX OPIATE COMPOSITION – ABUSE RESISTANT PHARMACEUTICAL COMPOSITIONS</p> <p>(jointly owned with Verion, Inc)</p> <p>Elan 1005</p>	<p><u>Pending</u></p> <p>Canada EP Application* Japan United States</p> <p><u>Published</u></p> <p>WIPO</p>	<p>2,499,994 1551402 20040538423 10/528,727</p> <p>PCT/US03/029890</p>
<p>TOPIRAMATE PHARMACEUTICAL COMPSITION</p> <p>Elan 1010</p>	<p><u>Pending</u></p> <p>United States PCT</p>	<p>11/297,737 PCT/US05/44315</p>
<p>TABLET FORMULATION</p> <p>Elan 1808</p>	<p><u>Pending</u></p> <p>Japan</p>	<p>20050225315</p>
<p>DRUG DELIVERY SYSTEM</p> <p>Elan 1100</p>	<p>Australia Belgium Canada Denmark European Patent France Germany Ireland Italy Japan Netherlands New Zealand Philippines Philippines South Africa Spain Sweden Switzerland United Kingdom United States United States</p>	<p>598514 0232155 1,288,344 PR173082 0232155 0232155 0232155 63321 0232155 2527432 0232155 219139 24331 27654 87/0737 0232155 0232155 0232155 0232155 5,128,142 4,973,469</p>

<p>SUSTAINED RELEASE CAPSULE OR TABLET FORMULATION (NIFEDIPINE)</p> <p>Elan 1150</p>	<p>Australia Belgium Canada Denmark European Patent France Germany Ireland Italy Japan Netherlands New Zealand Philippines South Africa Spain Sweden Switzerland United Kingdom United States</p>	<p>592618 0274176 1,288,049 PR172893 0274176 0274176 0274176 59540 0274176 2763879 0274176 219140 23528 87/0738 0274176 0274176 0274176 0274176 5,015,479</p>
<p>CONTROLLED RELEASE POWDER AND PROCESS FOR ITS PREPARATION</p> <p>Elan 1250</p>	<p>United States United States United States</p>	<p>4,940,588 4,952,402 5,354,556</p>
<p>LIQUID SUSPENSION FOR ORAL ADMINISTRATION</p> <p>Elan 1251</p>	<p>Belgium Canada Denmark European Patent France Germany Ireland Italy Luxembourg Netherlands Philippines Spain Sweden United Kingdom United States</p>	<p>0295941 1,314,215 175812 0295941 0295941 0295941 59934 0295941 0295941 0295941 24979 0295941 0295941 0295941 0295941</p>
<p>TASTE-MASKED FORMULATIONS</p> <p>Elan 1254</p>	<p>Canada Japan South Africa United States</p>	<p>2,304,630 2000-514619 98/9013 6,153,220</p>
<p>"CONTROLLED RELEASE BIODEGRADABLE MICRO- AND NANOSPHERES CONTAINING CYCLOSPORIN"</p> <p>Elan 1255</p>	<p>Austria Australia Belgium Denmark European Patent Finland France Germany Greece Ireland</p>	<p>0818996 700612 0818996 0818996 0818996 0818996 0818996 0818996 0818996 75744</p>

	Italy Luxembourg Monaco Netherlands New Zealand Portugal South Africa Spain Sweden Switzerland United Kingdom United States  <u>Pending</u>  Canada Japan  <u>Published</u>  WIPO	0818996 0818996 0818996 0818996 304975 0818996 96/2670 0818996 0818996 0818996 0818996 0818996 5,641,745     2,217,462 530156/96   PCT/IE96/00017
"CONTROLLED RELEASE BIODEGRADABLE NANOPARTICLES CONTAINING INSULIN"  Elan 1256	Austria Australia Belgium Denmark European Patent Finland France Germany Greece Ireland Italy Luxembourg Monaco Netherlands New Zealand Portugal South Africa Spain Sweden Switzerland United Kingdom United States  <u>Pending</u>  Canada Japan  <u>Published</u> WIPO	E261311 704875 820300 820300 820300 820300 820300 6982283.5 3049047 80468 820300 820300 820300 820300 304976 820300 96/2671 820300 820300 820300 820300 820300 5,641,515     2,217,485 530157/96   PCT/IE96/00018
PHARMACEUTICAL FORMULATION AND METHOD FOR THE CONTROL OF HYPERTENSION AND THE SYMPTOMS OF ANGINA OVER A TWENTY-FOUR HOUR PERIOD  Elan 1300	Austria Australia Australia Belgium Denmark	320097 615221 634660 320097 175591



	European Patent France Germany Greece Italy Japan Luxembourg Netherlands New Zealand Philippines Portugal South Africa South Korea Spain Sweden Switzerland United Kingdom United States	320097 320097 320097 320097 320097 2091545 320097 320097 226575 27915 88776 88/7681 118033 2194832T3 320097 320097 320097 5,002,776
CONTROLLED ABSORPTION DILTIAZEM FORMULATION FOR ONCE-DAILY ADMINISTRATION  Elan 1301	United States United States United States	4,894,240 5,364,620 5,616,345
CONTROLLED ABSORPTION DILTIAZEM FORMULATIONS  Elan 1303	Ireland United States United States United States	84002 4,891,230 5,219,621 5,336,504
CONTROLLED ABSORPTION DILTIAZEM FORMULATION  Elan 1304	Ireland United States	60929 4,917,899
IMPROVEMENTS IN OR TO PROCESSES FOR THE PREPARATION OF DELAYED ACTION PROGRAMMED RELEASE GALENIC FORMS AND GALENIC FORMS OF MEDICAMENTS OBTAINED  Elan 1550	United States	5,051,262
CONTROLLED ABSORPTION PHARMACEUTICAL COMPOSITION  Elan 1750	Austria Australia Belgium European Patent France Germany Greece Ireland Italy Japan Luxembourg Netherlands Philippines Spain Sweden Switzerland	0250267 599385 0250267 0250267 0250267 0250267 0250267 58401 0250267 2637981 0250267 0250267 23993 0250267 0250267 0250267

	United Kingdom United States	0250267 4,863,742
PREPARATIONS AND THEIR USE IN THE TREATMENT OF NEUROLOGICAL DISEASES  Elan 1806	Austria Australia Belgium Canada Denmark European Patent France Germany Greece Ireland Italy Luxembourg Netherlands New Zealand South Africa Spain Sweden Switzerland United Kingdom United States United States United States	0484186 657706 0484186 2,054,822 0484186 0484186 0484186 0484186 20000400471 82916 0484186 0484186 0484186 240439 91/8711 0484186 0484186 0484186 0484186 0484186 5,370,879 5,540,938 5,580,580
TABLET FORMULATION  Elan 1808	Japan	225315/2005
ORAL MORPHINE MULTI PARTICULATE FORMULATION  Elan 1809	Austria Belgium Canada Denmark European Patent Finland France Germany Greece Hong Kong Italy Monaco Netherlands Portugal South Africa Spain Sweden Switzerland Taiwan United Kingdom United States  <u>Pending</u>  Japan  <u>Published</u>	1023051 1023051 2,306,333 1023051 1023051 1023051 1023051 1023051 1023051 1023051 1023051 1023051 1023051 1023051 98/9463 1023051 1023051 1023051 172439 1023051 6,066,339   2000-516654

	WIPO	PCT/IE97/00082	
<b>MULTIPARTICULATE MODIFIED RELEASE COMPOSITION (METHYLPHENIDATE)</b>  Elan 1816	Australia	770645	
	Australia	0202078/04	
	Malaysia	122159A	
	New Zealand	511442	
	Pakistan	137141	
	Philippines	99/2721	
	Russia	2236847	
	Turkey	2001/01216	
	United States	6,228,398	
	United States	6,730,325	
	United States	6,902,742	
	United States	6,793,936	
	<u>Pending</u>		
	Brazil	PI9914977-0	
	China	99814002.3	
	Ecuador	SP-99-3198	
	EP Application*	99956822.3	
	Hungary	P014039	
	Vietnam	1-2001-00390	
	Argentina	P990105538	
	Australia	0247019/05	
	Canada	2,348,871	
	Chile	2491-99	
	China	02132215.5	
	Colombia	99069009	
	Czech Republic	PV2001-1539	
	Hong Kong	30102681.7	
	Indonesia	W-00200101174	
	Israel	142896	
	Japan	2000-579194	
	Mexico	01/004381	
	Norway	2001-2139	
	Peru	001106.99	
Poland	P348633		
Singapore	200102450-4		
Slovak Republic	77/2001-500		
South Korea	7005518/2001		
Taiwan	88119049		
Taiwan	95111114		
Thailand	053705		
United States	09/432,947		
United States	10/827,689		
United States	11/372,857		
Venezuela	1999-002232		
<u>Published</u>			
	WIPO	PCT/US99/25632	
<b>MULTIPARTICULATE CONTROLLED RELEASE SELECTIVE SEROTONIN REUPTAKE INHIBITOR (FLUVOXAMINE)</b>  Elan 1819	Australia	782059	
	Ireland	83094	
	Russia	2275191	
	South Africa	2001/10401	

	<u>Pending</u>	
	EP Application*	00925548.0
	Hungary	P0201884
	Slovak Republic	PV1896-2001
	Canada	2,374,039
	Czech Republic	PV2001-4618
	Algeria	044/01
	Japan	2000-619406
	Ukraine	2001128821M
	United States	09/744,169
	<u>Published</u>	
	WIPO	PCT/IE00/00060

[\* "EP Application" indicates application before the European Patent Office.]

**SCHEDULE 2. Trade Marks**

<b>Trade Mark</b>	<b>Registration / Application No.</b>
BEODAS	IE 157546
DERMAFLEX	IE 124740 US 1551790
DRUG DELIVERY TREE	CTM 001982115 JP 4589930
DRYDOS	IE 210185 US 2613626
DUREDAS	IE 205247 US 2557523
EFVDAS	CH 405.409 IE 150893
EMDAS	
ERYZOME	IE 130913
ETDAS	IE 140889
EXODUS	AU 562768 AU 562769 CH 393.656 DK 07.220 1993 GB 1480911 IE 146549 IT 610729 NZ 212574 NZ 212629 NO 153.136 SG T95/01196D SE 243986
INDAS	IE 127074
IPDAS	IE 148992 US 2110477
LOCDAS	IE 214689
MEDIPAD	GB 2003655 IE 163886 JP 4718655 US 2183377
MICROFUSOR	US 2172083

MIDAS	IE 155604
MINIFUSOR	US 2190161
MODAS	CA A543197 IE 125031
MXDAS	
NANOZOME	IE 133476
PANODERM	IE 124739 US 2148886
PANOJECT	CA 0714839 ES 1758449 IE 142494 IE 142495 IT 664427 JP 4112535
PARELAN	IE 122125
PHARMAZOME	AT 113853 BX 404625 CH 349.080 DE 1111894 DK 1650-1987 ES 1543555M5 FR 1288404 GB 1229083 GR 78576 IE 112820 IT 461403 PT 234575 US 1441001
PRODAS	CA A531459 IE 206703 US 2361023
PRCMEAS	
SODAS	AR 1.724.388 CA A531496 CTM 002012953 IE 125699 JP 3214211 US 2794607
SOLIDOSE	US 2560763
ZOME	IE 137282