

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name		Execution Date	
Elan Corporation, PLC		12/31/2006	
RECEIVING PARTY DATA			
Name:	Elan Pharma International Limited		
Street Address:	Monksland		
Internal Address:	Athlone Co.		
City:	Westmeath		
State/Country:	IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	10528727		
CORRESPONDENCE DATA			
Fax Number:	(215)299-2150		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215-299-2186		
Email:	lthornton@foxrothschild.com		
Correspondent Name:	Lindette C. Thornton		
Address Line 1:	2000 Market Street		
Address Line 2:	Tenth Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	34074		
NAME OF SUBMITTER:	Lindette C. Thornton		
<p>Total Attachments: 12</p> <p>source=Assignment_between__Elan_Corporation__PLC_and_Elan_Pharma_Inter_I_Limited#page1.tif</p> <p>source=Assignment_between__Elan_Corporation__PLC_and_Elan_Pharma_Inter_I_Limited#page2.tif</p> <p>source=Assignment_between__Elan_Corporation__PLC_and_Elan_Pharma_Inter_I_Limited#page3.tif</p> <p>source=Assignment_between__Elan_Corporation__PLC_and_Elan_Pharma_Inter_I_Limited#page4.tif</p>			

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REEL: 021279 FRAME: 0892

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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
SCREENING METHOD AND APPLICATION THEREOF – DETECTION OF DHEA IN HIV INFECTION Elan 0700	France United Kingdom Italy	9,111,118 2,249,833 1,255,009
TAMER RESISTANT MATRIX OPIATE COMPOSITION – ABUSE RESISTANT PHARMACEUTICAL COMPOSITIONS (jointly owned with Verion, Inc) Elan 1005	<u>Pending</u> Canada EP Application* Japan United States <u>Published</u> WIPO	 2,499,994 1551402 20040538423 10/528,727 PCT/US03/029890
TOPIRAMATE PHARMACEUTICAL COMPSITION Elan 1010	<u>Pending</u> United States PCT	 11/297,737 PCT/US05/44315
TABLET FORMULATION Elan 1808	<u>Pending</u> Japan	 20050225315
DRUG DELIVERY SYSTEM Elan 1100	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	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

SUSTAINED RELEASE CAPSULE OR TABLET FORMULATION (NIFEDIPINE) Elan 1150	Australia	592618
	Belgium	0274176
	Canada	1,288,049
	Denmark	PR172893
	European Patent	0274176
	France	0274176
	Germany	0274176
	Ireland	59540
	Italy	0274176
	Japan	2763879
	Netherlands	0274176
	New Zealand	219140
	Philippines	23528
	South Africa	87/0738
	Spain	0274176
	Sweden	0274176
	Switzerland	0274176
	United Kingdom	0274176
	United States	5,015,479
CONTROLLED RELEASE POWDER AND PROCESS FOR ITS PREPARATION Elan 1250	United States	4,940,588
	United States	4,952,402
	United States	5,354,556
LIQUID SUSPENSION FOR ORAL ADMINISTRATION Elan 1251	Belgium	0295941
	Canada	1,314,215
	Denmark	175812
	European Patent	0295941
	France	0295941
	Germany	0295941
	Ireland	59934
	Italy	0295941
	Luxembourg	0295941
	Netherlands	0295941
	Philippines	24979
	Spain	0295941
	Sweden	0295941
	United Kingdom	0295941
	United States	5,176,942
TASTE-MASKED FORMULATIONS Elan 1254	Canada	2,304,630
	Japan	2000-514619
	South Africa	98/9013
	United States	6,153,220
"CONTROLLED RELEASE BIODEGRADABLE MICRO- AND NANOSPHERES CONTAINING CYCLOSPORIN" Elan 1255	Austria	0818996
	Australia	700612
	Belgium	0818996
	Denmark	0818996
	European Patent	0818996
	Finland	0818996
	France	0818996
	Germany	0818996
	Greece	0818996
	Ireland	75744

	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	320097
	France	320097
	Germany	320097
	Greece	320097
	Italy	320097
	Japan	2091545
	Luxembourg	320097
	Netherlands	320097
	New Zealand	226575
	Philippines	27915
	Portugal	88776
	South Africa	88/7681
	South Korea	118033
	Spain	2194832T3
	Sweden	320097
	Switzerland	320097
	United Kingdom	320097
	United States	5,002,776
CONTROLLED ABSORPTION DILTIAZEM FORMULATION FOR ONCE-DAILY ADMINISTRATION	United States	4,894,240
Elan 1301	United States	5,364,620
	United States	5,616,345
CONTROLLED ABSORPTION DILTIAZEM FORMULATIONS	Ireland	84002
Elan 1303	United States	4,891,230
	United States	5,219,621
	United States	5,336,504
CONTROLLED ABSORPTION DILTIAZEM FORMULATION	Ireland	60929
Elan 1304	United States	4,917,899
IMPROVEMENTS IN OR TO PROCESSES FOR THE PREPARATION OF DELAYED ACTION PROGRAMMED RELEASE GALENIC FORMS AND GALENIC FORMS OF MEDICAMENTS OBTAINED	United States	5,051,262
Elan 1550		
CONTROLLED ABSORPTION PHARMACEUTICAL COMPOSITION	Austria	0250267
Elan 1750	Australia	599385
	Belgium	0250267
	European Patent	0250267
	France	0250267
	Germany	0250267
	Greece	0250267
	Ireland	58401
	Italy	0250267
	Japan	2637981
	Luxembourg	0250267
	Netherlands	0250267
	Philippines	23993
	Spain	0250267
	Sweden	0250267
	Switzerland	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 20000400471 82916 0484186 0484186 0484186 240439 91/8711 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
MULTIPARTICULATE MODIFIED RELEASE COMPOSITION (METHYLPHENIDATE) Elan 1816	Australia Australia Malaysia New Zealand Pakistan Philippines Russia Turkey United States United States United States United States <u>Pending</u> Brazil China Ecuador EP Application* Hungary Vietnam Argentina Australia Canada Chile China Colombia Czech Republic Hong Kong Indonesia Israel Japan Mexico Norway Peru Poland Singapore Slovak Republic South Korea Taiwan Taiwan Thailand United States United States United States Venezuela <u>Published</u> WIPO	770645 0202078/04 122159A 511442 137141 99/2721 2236847 2001/01216 6,228,398 6,730,325 6,902,742 6,793,936 PI9914977-0 99814002.3 SP-99-3198 99956822.3 P014039 1-2001-00390 P990105538 0247019/05 2,348,871 2491-99 02132215.5 99069009 PV2001-1539 30102681.7 W-00200101174 142896 2000-579194 01/004381 2001-2139 001106.99 P348633 200102450-4 01/2001-500 7005518/2001 88119049 95111114 053705 09/432,947 10/827,689 11/372,857 1999-002232 PCT/US99/25632
MULTIPARTICULATE CONTROLLED RELEASE SELECTIVE SEROTONIN REUPTAKE INHIBITOR (FLUVOXAMINE) Elan 1819	Australia Ireland Russia South Africa	782059 83094 2275191 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

Trade Mark	Registration / Application No.
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 158.136 SG T95/01196D SE 243986
INDAS	IE 127074
IPDAS	IE 148992 US 2110477
LOC DAS	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
