

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Pharmacia & Upjohn Company		10/03/2008
RECEIVING PARTY DATA		
Name:	Elan Pharmaceuticals, Inc.	
Street Address:	800 Gateway Blvd.	
City:	South San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94080	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	60290120	
Application Number:	60334648	
Application Number:	10143723	
CORRESPONDENCE DATA		
Fax Number:	(312)913-0002	
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ATTORNEY DOCKET NUMBER:	08-1238	
NAME OF SUBMITTER:	Patrick G. Gattari	
Total Attachments: 2 source=08_1238_US_Assignment#page1.tif		

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PATENT
REEL: 021653 FRAME: 0690

ASSIGNMENT OF PATENT APPLICATIONS

WHEREAS, **Pharmacia & Upjohn Company**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 301 Henrietta Street, Kalamazoo, MI, 49001, hereinafter referred to as "Assignor," has received an assignment of **U.S. Provisional Patent Application No. 60/290,120; U.S. Provisional Patent Application No. 60/334,648; and U.S. Patent Application No. 10/143,723** (hereinafter collectively referred to as "the application") from the inventors;

WHEREAS, **Elan Pharmaceuticals, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 800 Gateway Blvd., South San Francisco, CA, 94080, hereinafter referred to as "Assignee," is desirous of acquiring all of Assignor's right, title, and interest in and to said application and underlying invention, the right to file additional applications on said invention, and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the Assignee, and Assignees' successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned application and invention, the right to file applications on said invention and the right, title and interest in and to any applications filed for said invention, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all applications filed for said invention claiming priority to said applications, including divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said applications, filed for said invention, and reissues, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had its sale and assignment not been made,

AND Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Assignment, and Assignor has not executed and will not execute any agreement in conflict with this Assignment,

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, (whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise of any proceeding or needed act in connection with said invention or said applications for Letters Patent or Patents, or of any proceeding or needed act in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, or similarly in


regard of any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon), sign all papers and documents, and take all lawful oaths without charge to the Assignee (and its successors, legal representatives, and assigns) for the procurement of Letters Patent or Patents for said inventions, and further, in regard of enforcement and defense of Letters Patent or Patents for said inventions, Assignor agrees to provide commercially reasonable cooperation but at cost to Assignee (or its successors, legal representatives, and assigns);

IN TESTIMONY WHEREOF, Assignor has signed their name on the date indicated.

Dated: 10/03/08

Pharmacia & Upjohn Company

By:


Grover F. Fuller, Jr., Esq.

Assistant Secretary of Pharmacia & Upjohn
Company LLC (formerly known as
Pharmacia & Upjohn Company)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On October 03, 2008, before me, VIDYAWATIE RAMSOOK-GOSINE personally appeared Grover F. Fuller Jr., Esq., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vidyawatie Ramsook-Gosine
NOTARY PUBLIC 10/03/08

My Commission Expires: 02/20/2011

VIDYAWATIE RAMSOOK-GOSINE
Notary Public, State of New York
No. 01RA6055311
Qualified in Queens County
Certificate Filed in New York County
Commission Expires February 20, 2011