

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABBOTT LABORATORIES	12/16/2008
RECEIVING PARTY DATA	
Name:	BIONICHE TEORANTA
Street Address:	Unit 6 - Casla Industrial Estate, Casla
City:	Galway
State/Country:	IRELAND
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5019583
Patent Number:	5466700
Patent Number:	5866591
Patent Number:	5599938
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 616-5600
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Correspondent Name:	Steven H. Sklar
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ATTORNEY DOCKET NUMBER:	264253
NAME OF SUBMITTER:	Steven H. Sklar
Total Attachments: 5 source=264253_ASSIGNMENT#page1.tif	

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## **PATENTS ASSIGNMENT AGREEMENT**

THIS PATENTS ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 16<sup>th</sup> day of December, 2008 (the "Effective Date") by and between Abbott Laboratories, a corporation organized under the laws of the state of Illinois ("Abbott"), and Bioniche Teoranta, a corporation organized under the laws of Ireland ("Bioniche"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Transaction Agreement (as defined below).

### **RECITALS**

WHEREAS, Abbott and Bioniche have entered into an Asset Purchase Agreement, dated as of November 24, 2008, as amended by Amendment No.1 (the "Transaction Agreement"), pursuant to which Abbott wishes to sell and assign to Bioniche, and Bioniche wishes to purchase and assume from Abbott, certain assets and liabilities related to the registration, distribution, marketing and sale of the Products in Territory;

WHEREAS, pursuant to the Transaction Agreement, Abbott has agreed to assign and transfer to Bioniche, and Bioniche has agreed to take assignment of and assume, all of Abbott's right, title and interest in, to and under the Abbott Patents and Abandoned Patents set forth on Exhibit A attached hereto;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth in the Transaction Agreement and hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Abbott and Bioniche hereby agree as follows:

1. Assignment and Assumption. Abbott, does hereby transfer and assign to Bioniche, and Bioniche hereby accepts the transfer and assignment of, all of Abbott's right, title and interest in, to and under the Abbott Patents and the Abandoned Patents, all rights to sue for infringement of any Abbott Patent, whether arising prior to or subsequent to the date of this Patents Assignment Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Bioniche, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Abbott had this Agreement not been made.

2. Other Agreements. Upon reasonable request from Bioniche, Abbott will execute such additional documents that are necessary for purposes of perfecting transfer of the Abandoned Patents and Abbott Patents to Bioniche. Bioniche shall be responsible for drafting and filing the documents to complete the recordation of the assignment with the U.S. Patent and Trademark Office.

3. Entire Agreement. This Agreement is executed and delivered pursuant to the Transaction Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim or remedy created by the Transaction Agreement. In the event of any conflict between this Agreement and the Transaction Agreement, the Transaction Agreement shall control.

4. Applicable Law. Except to the extent that federal law of the United States of America preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.


6. Notices. Any notice, request or other document to be given hereunder shall be given in the manner set forth in Section 11.13 of the Transaction Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. A party may deliver executed signature pages to this Agreement by facsimile or electronic (pdf) transmission to any other party, which facsimile or electronic copy shall be deemed to be an original executed signature page.

**[REMAINDER OF PAGE INTENTIONALLY LEFT IN BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**ABBOTT LABORATORIES**

By: 

Name: Thomas C. Freyman

Title: Executive Vice President, Finance and  
Chief Financial Officer

**BIONICHE TEORANTA**

By: \_\_\_\_\_

Name: Steve Thornton

Title: Chief Executive Officer and Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**ABBOTT LABORATORIES**

By: \_\_\_\_\_  
Name: Thomas C. Freyman  
Title: Executive Vice President, Finance and  
Chief Financial Officer

**BIONICHE TEORANTA**

By: \_\_\_\_\_  
Name: Steve Thornton  
Title: Chief Executive Officer and Director

*Signature Page to Patent Assignment*

## EXHIBIT A

### ABANDONED PATENTS

1. U.S. Application No. 09/391,976
2. U.S. Application No. 09/391,969

### ABBOTT PATENTS

1. U.S. Patent 5,019,583
2. U.S. Patent 5,466,700
3. U.S. Patent 5,866,591
4. U.S. Patent 5,599,938