# OP \$40,00 1230

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Roisin BROWNE	05/08/2007
Michael KILKELLY	05/08/2007

# **RECEIVING PARTY DATA**

Name:	SCHWARZ PHARMA LTD.	
Street Address:	Industrial Estate; Shannon	
City:	County Clare	
State/Country:	IRELAND	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12302562

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	HARR37-12961/48001

NAME OF SUBMITTER: Daniel G. Harris

Total Attachments: 4

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<u>PATENT</u>

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### ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, is made this 8<sup>th</sup> day of May, 2007, by Michael KILKELLY, residing at Green Hills, Fermoy, Co. Cork, Ireland (hereinafter referred to as "Assignor"),

AND

SCHWARZ PHARMA Ltd., a corporation organized under and pursuant to the laws of Ireland, having its principal place of business at Industrial Estate, Shannon, County Clare, Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor has invented certain new and useful improvements in "A SHORTENED SYNTHESIS OF SUBSTITUTED HYDOXYMETHYL PHENOLS", set forth in a patent application for which a priority application EP 06 011 294.3 was filed in Europe on May 31, 2006 a priority application EP 06 011 293.5 was filed in Europe on May 31, 2006, and an Irish priority application S2006/0415 was filed on May 31, 2006, and for which an International Application will be filed in May 2007.

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and of any other country of the world, and in and to any Letters Patent of the United States and in any other country of the world to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$ 1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions and application for Letters Patent, and in and to any and all direct and indirect equivalents, divisions, reissues, substitutions, continuations and continuations-in-part, of said application, and any and all Letters Patent in the United States and all other countries of the world which may be granted therefore and thereon, and reissues, re-examinations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the European Patent Convention, and any other applicable convention the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of this Assignment, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the lawful owner of the right, title and interest in and to his inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth. AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required by Assignee to be done for the filing, procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns.

Signature of Assignor/Inventor	Signature of Assignee SCHWARZ PHARMA Ltd.
	O. Elbracht Dr. F. Dreßen
Michael Kilkelly	3. Idi/jas
Witnesses:	
Susan Stranause	S/ma hym

### ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, is made this 8<sup>th</sup> day of May, 2007, by Roisin BROWNE, residing at 75 Riverdale; Westbury, Corbally, Co. Clare, Ireland (hereinafter referred to as "Assignor"),

# AND

SCHWARZ PHARMA Ltd., a corporation organized under and pursuant to the laws of Ireland, having its principal place of business at Industrial Estate, Shannon, County Clare, Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor has invented certain new and useful improvements in "A SHORTENED SYNTHESIS OF SUBSTITUTED HYDOXYMETHYL PHENOLS", set forth in a patent application for which a priority application EP 06 011 294.3 was filed in Europe on May 31, 2006 a priority application EP 06 011 293.5 was filed in Europe on May 31, 2006, and an Irish priority application S2006/0415 was filed on May 31, 2006, and for which an International Application will be filed in May 2007.

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and of any other country of the world, and in and to any Letters Patent of the United States and in any other country of the world to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$ 1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions and application for Letters Patent, and in and to any and all direct and indirect equivalents, divisions, reissues, substitutions, continuations and continuations-in-part, of said application, and any and all Letters Patent in the United States and all other countries of the world which may be granted therefore and thereon, and reissues, re-examinations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the European Patent Convention, and any other applicable convention the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of this Assignment, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the lawful owner of the right, title and interest in and to her inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth. AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required by Assignee to be done for the filing, procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns.

Signature of Assignor/Inventor

Signature of Assignee SCHWARZ PHARMA Ltd.

O. Elbracht

Dr. F. Dreßen

Roisin Browne

Witnesses:

**RECORDED: 12/18/2008** 

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