### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Ortho-McNeil-Janssen Pharmaceuticals, Inc.	04/21/2009

### **RECEIVING PARTY DATA**

Name:	Janssen Pharmaceutica, N.V.
Street Address:	Turnhoutseweg 30
City:	Beerse
State/Country:	BELGIUM
Postal Code:	B-2340

### PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	10918561
Application Number:	11200416

#### **CORRESPONDENCE DATA**

Fax Number: (732)524-2808

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: JNJUSPATENT@ITS.JNJ.COM

Correspondent Name: Philip S. Johnson

Address Line 1: One Johnson & Johnson Plaza

Address Line 4: New Brunswick, NEW JERSEY 08933

ATTORNEY DOCKET NUMBER: TDP-5001

NAME OF SUBMITTER: Jennifer Rishko

Total Attachments: 11

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#### ASSIGNMENT

WHEREAS, Ortho-McNeil-Janssen Pharmaceuticals, Inc. ("Assignor"), a Pennsylvania Corporation, having a place of business at 1125 Trenton-Harbourton Road, Titusville New Jersey 08560 U.S.A., is the sole owner of the United States Patent Applications set forth in Exhibit A, which Exhibit A is attached hereto and hereby made a part hereof;

WHEREAS Ortho-McNeil-Janssen Pharmaceuticals, Inc. came into being said Assignor as follows: on December 31, 2007, Ortho-McNeil Pharmaceutical, Inc., a Delaware Corporation and prior assignee of the U.S. Patent Applications identified herein, transferred all of its assets and liabilities to Janssen Pharmaceutica Inc., as evidenced by Exhibit B attached hereto (whose name was changed to Ortho-McNeil-Janssen Pharmaceuticals, Inc. on December 31, 2007, as evidenced by Exhibit C attached hereto), and

WHEREAS, Janssen Pharmaceutica, N.V. ("Assignee"), a Belgian Corporation, having a place of business at Turnhoutseweg 30, B-2340, Beerse, Belgium, is desirous of acquiring the entire right, title and interest in and to said United States Patent Applications:

NOW, THEREFORE, BE IT KNOWN, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged said Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said Assignee, its successors and assigns, the entire right, title and interest in and to each and all United States Patent Applications listed in Exhibit A, hereto annexed, and in and to all continuations, continuationin-parts, divisionals, extensions, renewals, reexaminations and reissues thereof, including without limitation of generality, any and all choses in action and any and all claims and demands, both at law and in equity, that said Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said United States Patent Applications, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by its Assistant Secretary on this  $\partial_t^{G^*}$ day of  $\partial_t^{G^*}$ , 2009.

Ortho-McNeil-Janssen Pharmaceuticals, Inc.

By: Jam C Donnelly

Print Name: Laura A. Donnelly

TDP5001USNP TDP5001USCIP1

STATE OF New Jersey:

COUNTY OF Middlesex :

BE IT REMEMBERED, That on this a day of april, 2009, before me, a Notary Public, personally appeared and Donnelly, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to her the contents thereof, she did acknowledge that she signed and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

Subscribed and sworn before me at New Brunswick, New Jersey the date aforesaid.

Sheila R. Cole Notary Public

SHEILA R. COLE A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Oct. 18, 2010

### TDP5001USNP TDP5001USCIP1

## Exhibit A

Attorney Docket No.	Application Serial No.	Title	Priority
TDP5001USNP	10/918,561 (20050137133)	Peptides and compounds that bind to a receptor	60/498,740 (08/28/03)
TDP5001USCIP1	11/200,416 (20060040866)	Peptides and compounds that bind to a receptor	CIP of 10/918,561 (08/13/04); 60/498,740 (08/28/03)

Exhibit B

AGREEMENT FOR TRANSFER OF ASSETS

<u>AND BILL OF SALE</u>

THIS AGREEMENT, to be effective as of the 31st day of December, 2007 (the

"Effective Time"), by and between Ortho-McNeil Pharmaceutical, Inc., a corporation

organized under the laws of the State of Delaware (hereinafter "Ortho") and Janssen

Pharmaceutica Inc., to be renamed Ortho-McNeil-Janssen Pharmaceuticals, Inc., a

corporation organized under the laws of the State of Pennsylvania (hereinafter "OMJPI").

WHEREAS, Ortho is desirous of transferring to OMJPI all assets and liabilities of

Ortho; and

WHEREAS, Ortho wishes to transfer to OMJPI the above-described assets and

liabilities in return for good and sufficient consideration.

NOW, THEREFORE, in consideration of the premises and the following mutual

covenants and undertakings contained in this Agreement it is agreed between the parties

that:

1. Ortho, in consideration of the premises and other good and valuable

consideration to it to be paid and delivered at or about the Effective Time of this

Agreement, the sufficiency of which is hereby acknowledged, does hereby grant bargain,

sell, assign, alien, remise, release, convey, transfer, set over and confirm, unto Ortho, its

successors and assigns, forever, all the tangible businesses, properties and assets of every

nature and description, wherever located, on the books or records of Ortho with respect to

Ortho immediately prior to the Effective Time (the "Properties"), the same to include,

without limiting the generality of the foregoing, those assets that are more particularly

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described as follows:

(i) All inventories, materials, supplies, furniture, machinery,

equipment, automobiles, trucks and other tangible personal property, goods and chattels

of Ortho, wheresoever situated;

(ii) All rights, titles, and interest in, to and under all contracts

including leases (except that nothing herein contained shall be deemed to constitute the

assignment of any contract that by its terms is not assignable without the consent of the

other party or parties hereto unless and until such consent shall have been obtained);

provided, that to the extent necessary, Ortho shall have the right to pursue its rights under

such assigned contracts;

(iii) All rights, title and interest in and to the intellectual property

of Ortho including but not limited to any (i) patent, invention, formula, process, design,

pattern or know-how; (ii) copyrights; (iii) trademark, trade name or brand name; (iv)

method, program, system, procedure, campaign, survey, study, forecast, estimate.

customer list or technical data; and

(iv) All right, title and interest in, to and under cash on hand and in

banks, notes, bonds, accounts and bills receivable, books of account, records, claims,

demands, judgments, equities (expressly including all shareholdings) and choices in

action or other tangible property of every nature and description of Ortho.

2. For the consideration aforesaid, Ortho hereby constitutes and appoints OMJPI,

its successors and assigns the true and lawful attorney or attorneys of Ortho, with full

power of substitution, for Ortho and in its name and stead or otherwise, but on behalf and

for the benefit of OMJPI, its successors and assigns, to demand and receive from time to

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time any and all the Properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Ortho or otherwise, but at the expense and for the benefit of OMJPI, its successors and assigns, any and all proceedings at law, in equity or otherwise that OMJPI, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Properties hereby assigned, transferred and conveyed, and to defend or compromise any and all actions, suits or proceedings in respect of any of said Properties and to do all such acts and things in relation thereto as OMJPI, its successors, or assigns, shall deem desirable; Ortho hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Ortho in any manner or for any reason.

3. For the consideration aforesaid, Ortho, for itself and its successors and assigns, has covenanted, and by this Agreement does covenant, with OMJPI, its successors and assigns, that it, Ortho, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, for the better assuring, conveying and confirming unto OMJPI, its successors and assigns, all and singular the Properties hereby assigned, transferred and conveyed as OMJPI, its successors or assigns, shall reasonably require.

4. In consideration of the assignment, transfer and conveyance to it of the Properties, OMJPI agrees to assume and hereby does assume and agrees to pay, perform or discharge, as the case may be, all the indebtedness, liabilities and obligations of every

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kind and description on the books or records of OMJPI as pertaining to Ortho. OMJPI

hereby covenants and agrees with Ortho that OMJPI will forever indemnify and save

harmless Ortho against all the indebtedness, liabilities and obligations aforesaid hereby

assumed and agreed to be paid, performed or discharged, as the case may be, by OMJPI

and to assume and complete all pending contracts of Ortho that are allocated on the books

or records to Ortho immediately prior to the Effective Time and to indemnify Ortho and

its officers, directors and stockholders from any liability under any such indebtedness,

liabilities and obligations.

5. This Agreement and the covenants and agreements herein contained shall inure

to the benefit of and shall bind the respective parties hereto and their respective

successors and assigns.

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IN WITNESS WHEREOF, said ORTHO-MCNEIL PHARMACEUTICAL, INC. and ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC. have caused this Agreement to be executed in their corporate names this 19th day of January, 2008.

ORTHO-MCNEIL PHARMACEUTICAL, INC.

By: Saldres B. Kanner
Title: Assistant Treasurer

ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC.

Title! Vice President

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# <u>Exhibit C</u>

Entity #: 681308 Date Filed: 12/18/2007 Effective Dafa: 12/31/2007 Fedro A. Cortés Secretary of the Commonwealth

Ari	icles of Amendment-Domes	tic Corporation	
	Business Corporation (§ I		
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		ARTICLES OF AM	AENDMENT-BUSINESS 3 Pa
<b>3</b> 70			T0735384123
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2. The (a) address of this co	opporation's current registered office in fice provider and the county of venue is permation to conform to the records of the	s (the Department is nereby	name of its authorized to County
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Jansson Phermaceutica Inc  2. The (a) address of this co- commercial registered of correct the following infi (a) Number and Street  (b) Name of Commercia c/o  3. The statute by or under way 4. The date of its incorporat	orporation's current registered office in fice provider and the county of venue is semation to conform to the records of the City S at Registered Office Provider C T Corporation System	s (the Department is acreby the Department): tate Zip  Alleghany	County
Janssen Phermaceutica Inc  2. The (a) address of this co- commercial registered of correct the following infi (a) Number and Street  (b) Name of Commercia  3. The statute by or under w  4. The date of its incorporat  5. Check, and if appropriate	orporation's current registered office in fice provider and the county of venue is serious to the records of the City S at Registered Office Provider C T Corporation System	s (the Department is acreby the Department): tale Zip  Alleghany	County

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i. Check one of the following:	•
The amendment was adopted by the sharehol 5914(a).	Itiers or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or §
X The amondment was adopted by the board of	f directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).
. Check, and if appropriate, complete one of the	following:
X The amendment adopted by the corporation,	set forth in full, is as follows
That Article 1. of the Certificate of Incorporation	of this Corporation be amended to read in its entirety as follows:
The name of the corporation is: Ortho-McNei	!-Janssen Pharmaceuricals, Inc.
	s set forth in full in Exhibit A smached hereto and made a part
	IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to signed by a duly authorized officer thereof this

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# COMMONWEALTH OF PENNSYLVANIA

### DEPARTMENT OF STATE

**DECEMBER 19, 2007** 

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Secretary of the Commonwealth

Certification Number: 7094837-1

Verify this certificate online at http://www.corporations.state.pa.us/corp/soskb/verify.asp

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**RECORDED: 04/21/2009**