

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ROBERT L. BERGER	06/25/2009
MICHAEL L. TURINI	06/25/2009
PETER A. BASILE	06/18/2009
STEPHEN MIGGELS	06/24/2009
HENRY J. MACK JR.	06/24/2009
<b>RECEIVING PARTY DATA</b>	
Name:	SCHERING CORPORATION
Street Address:	2000 GALLOPING HILL ROAD
City:	KENILWORTH
State/Country:	NEW JERSEY
Postal Code:	07033
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29327288
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(908)298-5388
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	908-298-5255
Email:	shawn.m.armstrong@spcorp.com
Correspondent Name:	SCHERING-PLOUGH CORPORATION
Address Line 1:	2000 GALLOPING HILL ROAD
Address Line 2:	K-6-1, 1990
Address Line 4:	KENILWORTH, NEW JERSEY 07033
ATTORNEY DOCKET NUMBER:	DE06921US01
NAME OF SUBMITTER:	SHAWN ARMSTRONG

CH \$40.00 29327288

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**PATENT**  
**REEL: 022906 FRAME: 0952**

Total Attachments: 12

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(Joint)

PATENT CASE: DE06921US01

## WORLDWIDE ASSIGNMENT

WHEREAS, WE,

- (1) Robert L. Berger, residing at Bound Brook, New Jersey,
- (2) Michael L. Turini, residing at Cranford, New Jersey,
- (3) Peter A. Basile, residing at Bloomsbury, New Jersey,
- (4) Stephen Miggels, residing at Wyckoff, New Jersey,
- (5) Henry J. Mack, Jr., residing at Phillipsburg, New Jersey.

(hereinafter ASSIGNORS), are the inventors of the invention claimed in

### NOZZLE FOR NASAL SPRAY DEVICE

for which we have filed/will be filing an application in the U.S. Receiving Office (the United States Patent and Trademark Office) officially identified\* as International Patent Application Number PCT/US \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ and/or with the United States Patent and Trademark Office officially identified\* as Application Number 29/327,288 filed on 11/03/2008; and

WHEREAS, **SCHERING CORPORATION**, a corporation organized under the laws of the State of New Jersey, United States of America, having its principal office at 2000 Galloping Hill Road, Kenilworth, New Jersey 07033, United States of America, (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application or applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application or applications, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

And we further covenant and agree that we will at any time, upon request, communicate to **ASSIGNEE**, its successors, assigns or other legal representatives, any facts relating to the said invention and Letters Patent, or the history thereof known to us, and will testify as to the same in any interference, litigation, or any other legal proceeding, when requested to do so.

\*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number or Numbers and the filing dates of said applications for Letters Patent when officially notified thereof.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Robert L. Berger L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Robert L. Berger to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michael L. Turini L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Michael L. Turini to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this 18<sup>TH</sup> day of JUNE, 2009.  
Peter A. Basile L.S.  
Peter A. Basile

**ACKNOWLEDGEMENT**

State of New Jersey ) s.s.:  
County of Union )

On this 18<sup>th</sup> day of June, 2009, personally appeared before me Peter A. Basile to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Kathleen M. Jenkins  
Notary Public

**KATHLEEN M. JENKINS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
October 8, 2011**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.  
\_\_\_\_\_  
L.S.  
Stephen Miggels

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Stephen Miggels to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Henry J. Mack, Jr. L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Henry J. Mack, Jr. to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

(Joint)

PATENT CASE: DE06921US01

## WORLDWIDE ASSIGNMENT

WHEREAS, WE,

- (1) Robert L. Berger, residing at Bound Brook, New Jersey,
- (2) Michael L. Turini, residing at Cranford, New Jersey,
- (3) Peter A. Basile, residing at Bloomsbury, New Jersey,
- (4) Stephen Miggels, residing at Wyckoff, New Jersey,
- (5) Henry J. Mack, Jr., residing at Phillipsburg, New Jersey.

(hereinafter ASSIGNORS), are the inventors of the invention claimed in

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application or applications, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

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\*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number or Numbers and the filing dates of said applications for Letters Patent when officially notified thereof.

Executed this 25 day of June, 2009.

Robert L. Berger L.S.  
Robert L. Berger

**ACKNOWLEDGEMENT**

State of New Jersey ) s.s.:  
County of Union )

On this 25 day of June, 2009, personally appeared before me Robert L. Berger to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Kathleen M. Jenkins  
Notary Public

**KATHLEEN M. JENKINS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
October 8, 2011**

Executed this 25 day of June, 2009.

Michael L. Turini L.S.  
Michael L. Turini

**ACKNOWLEDGEMENT**

State of New Jersey ) s.s.:  
County of Union )

On this 25 day of June, 2009, personally appeared before me Michael L. Turini to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Kathleen M. Jenkins  
Notary Public

**KATHLEEN M. JENKINS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
October 8, 2011**



Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Peter A. Basile L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Peter A. Basile to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Stephen Miggels L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Stephen Miggels to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Henry J. Mack, Jr. L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Henry J. Mack, Jr. to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

(Joint)

PATENT CASE: DE06921US01

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- (4) Stephen Miggels, residing at Wyckoff, New Jersey,
- (5) Henry J. Mack, Jr., residing at Phillipsburg, New Jersey.

(hereinafter ASSIGNORS), are the inventors of the invention claimed in

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application or applications, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

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\*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number or Numbers and the filing dates of said applications for Letters Patent when officially notified thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Robert L. Berger L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Robert L. Berger to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michael L. Turini L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Michael L. Turini to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Peter A. Basile L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Peter A. Basile to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this 24 day of JUNE, 2009.

Stephen Miggels L.S.

**ACKNOWLEDGEMENT**

State of New Jersey )  
County of Essex ) s.s.:

On this 24 day of June, 2009, personally appeared before me Stephen Miggels to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Victoria H. Cella  
Notary Public

Victoria H. Cella  
Notary Public  
State of New Jersey  
Commission Exp. 2.6.2013

Executed this 24 day of JUNE, 2009.

Henry J. Mack, Jr. L.S.

**ACKNOWLEDGEMENT**

State of New Jersey )  
County of Essex ) s.s.:

On this 24 day of June, 2009, personally appeared before me Henry J. Mack, Jr. to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Victoria H. Cella  
Notary Public

Victoria H. Cella  
Notary Public  
State of New Jersey  
Commission Exp. 2.6.2013