

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Gopi M. VENKATESH</td> <td>07/06/2009</td> </tr> <tr> <td>James M. CLEVENGER</td> <td>07/13/2009</td> </tr> <tr> <td>Timothy GRINSTEAD</td> <td>07/13/2009</td> </tr> </tbody> </table>		Name	Execution Date	Gopi M. VENKATESH	07/06/2009	James M. CLEVENGER	07/13/2009	Timothy GRINSTEAD	07/13/2009		
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CORRESPONDENCE DATA											
<p>Fax Number: (202)842-7899</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: lwarren@cooley.com</p> <p>Correspondent Name: Leigh M. Warren</p> <p>Address Line 1: 777 6th Street, NW</p> <p>Address Line 2: Suite 1100</p> <p>Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20001</p>											
ATTORNEY DOCKET NUMBER:	EURA-099/03US										
NAME OF SUBMITTER:	Leigh M. Warren										
Total Attachments: 5											

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PATENT
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ASSIGNMENT

Gopi M. VENKATESH residing at 780 Waldsmith Way, Vandalia, Ohio 45377, **James M. CLEVENGER** residing at 1866 Old Springfield Road, Vandalia, Ohio 45377, and **Timothy GRINSTEAD** residing at 2580 Williamsburg Court, Beavercreek, Ohio 45434 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled PREPARATION OF CONTROLLED RELEASE SKELETAL MUSCLE RELAXANT DOSAGE FORMS, and which is a:

- (1) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 61/074,464 filed on June 20, 2008, respectively; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 12/487,339, and filed on June 18, 2009.

WHEREAS, EURAND, INC., a corporation duly organized under and pursuant to the laws of Ohio, and having its principal place of business at 845 Center Drive, Vandalia, OH 45377 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: July 6, 2009

By: G. M. Venkatesh
Gopi M. Venkatesh

State of Ohio)
County of Montgomery) ss.
On July 6, 2009, before me, Paula Eichman, Notary Public, personally appeared Gopi Venkatesh, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula Eichman
Signature of Notary Public

PAULA EICHMAN
Notary Public, State of Ohio
My Commission Expires 11/27/2009

Place Notary Seal Above

My Commission Expires: 11-27-09

Date: 7/13/09By: James M. Clevenger
James M. Clevenger

State of Ohio)
County of Montgomery ss.
On July 13, 09, before me, Paula Eichman, Notary
Public, personally appeared James Clevenger, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Paula Eichman
Signature of Notary Public



PAULA EICHMAN
Notary Public, State of Ohio
My Commission Expires 11/27/2009

Place Notary Seal Above

My Commission Expires: 11-27-09

Date: 07/13/2009


By: Timothy Grinstead
Timothy Grinstead

State of Ohio
County of Montgomery ss.
On July 13, 09, before me, Paula Eichman, Notary Public, personally appeared Timothy Grinstead, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula Eichman
Signature of Notary Public

My Commission Expires: 11-27-09

 PAULA EICHMAN
Notary Public, State of Ohio
My Commission Expires 11/27/2009

Place Notary Seal Above