

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Athena Neurosciences, Inc. | 05/03/2004 |
| RECEIVING PARTY DATA | |
| Name: | Elan Pharmaceuticals, Inc. |
| Street Address: | 800 Gateway Boulevard |
| City: | South San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94080 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10746473 |
| CORRESPONDENCE DATA | |
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| Address Line 4: | San Francisco, CALIFORNIA 94111-3834 |
| ATTORNEY DOCKET NUMBER: | 015270-006730US |
| NAME OF SUBMITTER: | Rosemarie L. Celli |
| Total Attachments: 3 source=0-006720AtoEPI#page1.tif source=0-006720AtoEPI#page2.tif source=0-006720AtoEPI#page3.tif | |

CH \$40.00 10746473

Assignment of U.S. Patent Application 09/149,718; Attorney docket number 015270-006720US

ASSIGNMENT

THIS ASSIGNMENT, by ATHENA NEUROSCIENCES, INC., ("Athena"), a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 (hereinafter referred to as "the Assignor"), witnesseseth:

WHEREAS, the Assignor is an owner by virtue of assignment from the inventors of U.S. Patent Application 09/149,718, recorded in the United States Patent and Trademark Office at reel/frame number 9637/0072:

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 (hereinafter referred to as "the Assignee") pursuant to a Stock and Asset Contribution Agreement effective January 1, 1999 (hereinafter referred to as "the Agreement"), between Assignor and Assignee, has acquired the Assignor's right, title, and interest in and to said inventions, the right to file applications on said inventions, and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, effective January 1, 1999, pursuant to the Agreement, for good and sufficient consideration, the receipt of which is hereby acknowledged, 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, all of the Assignor's right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same 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, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had its sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters

Assignment of U.S. Patent Application 09/149,718; Attorney docket number 015270-006720US

Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, 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;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to the Assignee as the Assignee of said inventions and the Letters Patent or Patents issued and to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns;

IN TESTIMONY WHEREOF, Assignor has signed its name on the date indicated.

ATHENA NEUROSCIENCES, INC.

Date: MAY 3 2004

By  Jean Duvall

Title Vice President & Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo } ss.

On May 3, 2004 before me, Denise Malatesta
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jean M. Duvall
Name(s) of Signer(s)

personally known to me
 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.

Denise Malatesta
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment (154 US CIPA) ^{Elan}

Document Date: May 3, 2004 Number of Pages: - 2 -

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

