

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas Najarian	07/09/2009
Peter Y. Tam	07/01/2009
Leland F. Wilson	07/20/2009
RECEIVING PARTY DATA	
Name:	Vivus, Inc.
Street Address:	1172 Castro St.
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94040
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12481548
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ATTORNEY DOCKET NUMBER:	79050-078-21
NAME OF SUBMITTER:	Geraldine N. Rochino

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Total Attachments: 3
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ASSIGNMENT

We, **THOMAS NAJARIAN, PETER Y. TAM and LELAND F. WILSON**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **VIVUS, INC**, with offices at **1172 Castro St. Mountain View, CA 94040**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

SUBJECT TO PRIOR ASSIGNMENT AGREEMENT CONDITIONS BETWEEN VIVUS AND THOMAS NAJARIAN, ET AL

ESCALATING DOSING REGIMEN FOR EFFECTING WEIGHT LOSS AND TREATING OBESITY

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TN
7/9/09

filed with the U.S. Patent and Trademark Office on **June 9, 2009** and assigned Application No. 12/481,548, including any subsequently filed utility applications, which claim priority to Application No. 12/481,548, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

SEE ABOVE NOTE. TN

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 7/29/09 7/29/09 Thomas Najarian
Signature of: THOMAS NAJARIAN

IN WITNESS WHEREOF, I, Susan Unkel, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

[Signature]
(Signature of Witness)

Date: 7/29/09

Date: 7/1/2009 Peter Y. Tam
Signature of: PETER Y. TAM

IN WITNESS WHEREOF, I, Julie Hollenback, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Julie Hollenback
(Signature of Witness)

Date: 7/1/2009

Date: 7/20/2009 Leland F. Wilson
Signature of: LELAND F. WILSON

IN WITNESS WHEREOF, I, Julie Hollenback, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Julie Hollenback
(Signature of Witness)

Date: 7/20/09