

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Labopharm Inc.	09/15/2009
RECEIVING PARTY DATA	
Name:	Labopharm Europe Limited - partial interest (entire interest owned by Labopharm Inc., Labopharm Europe Limited, and Labopharm (Barbados) Limited)
Street Address:	44 Clontarf Road
Internal Address:	5, The Seapoint Building
City:	Dublin 3
State/Country:	IRELAND
Name:	Labopharm (Barbados) Limited - partial interest (entire interest owned by Labopharm Inc., Labopharm Europe Limited, and Labopharm (Barbados) Limited)
Street Address:	Cnr 2nd Avenue and George Street
Internal Address:	Alphonzo House
City:	Belleville, St. Michael
State/Country:	BARBADOS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11112008
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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CH \$40.00 11112008

ATTORNEY DOCKET NUMBER:	LAB-021
NAME OF SUBMITTER:	Duncan A. Greenhalgh
Total Attachments: 3 source=LAB-021Assignment#page1.tif source=LAB-021Assignment#page2.tif source=LAB-021Assignment#page3.tif	

ASSIGNMENT OF INVENTION UNIVERSAL

WHEREAS, **LABOPHARM INC.**, a company organized and existing under the laws of the Province of Quebec, Canada, having its principal place of business at 480 Armand-Frappier Blvd., Laval (Quebec) H7V 4B4 Canada (hereinafter the "Assignor") assigned and agreed to assign on December 30, 2002 a portion of its rights to certain then existing and future inventions, patents, patent applications jointly and severally to (1) **LABOPHARM EUROPE LIMITED**, a company organized and existing under the laws of Ireland, having its principal place of business at 5, The Seapoint Building, 44 Clontarf Road, Dublin 3, Ireland; and (2) **LABOPHARM (BARBADOS) LIMITED**, a company organized and existing under the laws of Barbados, having its registered office at Alphonzo House, Cnr 2nd Avenue and George Street, Belleville, St. Michael, Barbados (hereinafter referred to as the "Assignees");

WHEREAS the Assignor and the Assignees are desirous of confirming such assignment of rights to an invention entitled "**SUSTAINED-RELEASE TRAMADOL FORMULATIONS WITH 24-HOUR EFFICACY**" described in (i) U.S. patent application serial number 10/281,026, filed October 25, 2002 and converted to U.S. provisional patent application serial number 60/509,062, (ii) U.S. provisional patent application serial number 60/510,378, filed October 10, 2003, (iii) international patent application serial number PCT/CA2003/001638, filed October 27, 2003, and (iv) U.S. patent application serial number 11/112,008, filed April 22, 2005;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Assignor confirms that it has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said Assignees, their respective successors and assigns, jointly and severally, two-third (2/3) of the Assignor's entire right, title and interest in and to said invention, as described in the aforesaid patent applications, in any form or embodiment thereof, and in and to the aforesaid applications, and in and to any applications based thereon filed in any country and including any divisional, continuation, substitute application(s) or supplementary disclosure(s) which may be filed upon said invention or



inventions or applications, in any country, and including the right to file applications under the provisions of the International Convention and to claim any and all benefits related to the priority associated with such invention or inventions and applications (including the benefit of and/or priority to (i) U.S. patent application serial number 10/281,026, filed October 25, 2002 and converted to U.S. provisional patent application serial number 60/509,062, (ii) U.S. provisional patent application serial number 60/510,378, filed October 10, 2003, (iii) international patent application serial number PCT/CA2003/001638, filed October 27, 2003, and (iv) U.S. patent application serial number 11/112,008, filed April 22, 2005); and also of the entire right, title and interest in and to any and all patents, reexaminations, reissues, extensions and supplemental protection certificates to be obtained in this or any country upon said invention or inventions and applications, and the Assignor hereby authorizes and requests the issuing authority of any country to issue any and all patents on said application or applications to the Assignor and said Assignees jointly.

Without limiting the generality of the foregoing, the above rights and interests assigned herein include the rights arising under or pursuant to any and all laws of the United States of America and Canada and other national laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, and include the right to sue and to recover thereon including, without limitation, all claims and causes of action for and any right to sue and recover for and retain damages and profits for past infringements of said rights or for any unpaid royalties with respect to use thereof by any party or parties, the same held jointly by the Assignor and the Assignees.

Each of the Assignor and Assignees further agrees, without any payment by the other parties other than expenses incurred by the party, to communicate to the other parties, their representatives or agents, any facts relating to said invention or inventions, including evidence for interference purposes or for other proceedings, whenever requested; testify in any interference, litigation or other proceedings, whenever requested; and execute and deliver, upon request, all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon its successors, assigns and legal representatives.

This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document.

Les soussignés désirent que la présente cession soit rédigée en anglais. The undersigned request that the present assignment be made in the English language.

IN WITNESS WHEREOF, the Assignor and the Assignees have hereunto set their hand(s) and seal

Signed in Laval, Quebec, Canada

LABOPHARM INC.

Date: 15 September 2009


By: James Howard-Tripp
Title: President & CEO

Witness: Antonio Alegri
Name (print): ANTONIO ALBERGELI

Witness: Anne-Marie Giacometti
Name (print): ANNE-MARIE GIACOMETTI

Signed in Laval, Quebec, Canada

LABOPHARM EUROPE LIMITED

Date: 15 September 2009


By: James Howard-Tripp
Title: President & CEO

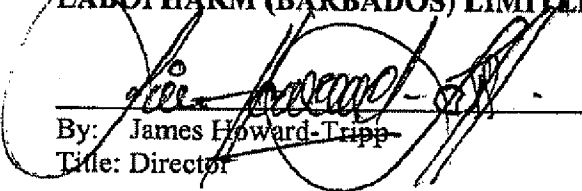
Witness: Antonio Alegri
Name (print): ANTONIO ALBERGELI

Witness: Anne-Marie Giacometti
Name (print): ANNE-MARIE GIACOMETTI

Signed in Laval, Quebec, Canada

LABOPHARM (BARBADOS) LIMITED

Date: 15 September 2009


By: James Howard-Tripp
Title: Director

Witness: Antonio Alegri
Name (print): ANTONIO ALBERGELI

Witness: Anne-Marie Giacometti
Name (print): ANNE-MARIE GIACOMETTI