

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/28/1999
CONVEYING PARTY DATA	
Name	Execution Date
Dale B. Schenk	09/16/2009
RECEIVING PARTY DATA	
Name:	Athena Neurosciences, Inc.
Street Address:	800 Gateway Boulevard
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6787140
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-326-2400
Email:	mrcatiis@townsend.com
Correspondent Name:	Rosemarie L. Celli
Address Line 1:	TOWNSEND and TOWNSEND and CREW LLP
Address Line 2:	Two Embarcadero Center, 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	15270J-004726US
NAME OF SUBMITTER:	Rosemarie L. Celli
Total Attachments: 7 source=J-004720UScorrective_assign#page1.tif source=J-004720UScorrective_assign#page2.tif	

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PATENT
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AGREEMENT TO CORRECT ASSIGNMENT

THIS AGREEMENT is made by and among DALE B. SCHENK, residing at 1542 Los Altos Drive, Burlingame, California 94010, ATHENA NEUROSCIENCES, INC., a corporation duly organized under the laws of Delaware and having its principal place of business at 800 Gateway Boulevard, South San Francisco, California 94080 (hereinafter "ATHENA"), and ELAN PHARMACEUTICALS, INC., a corporation duly organized under the laws of Delaware and having its principal place of business at 800 Gateway Boulevard, South San Francisco, California 94080 (hereinafter "ELAN"). Dale B. SCHENK, ATHENA, and ELAN are hereinafter collectively referred to as "the Parties."

WHEREAS:

(A) Dale B. SCHENK, pursuant to an assignment executed January 28, 1999 recorded in the United States Patent and Trademark Office on February 5, 1999 at reel 9741, frame 0908, and again on April 10, 2000 at reel 010721, frame 0224 with corrected cover sheet, purported to assign, to ELAN, all right, title and interest in and to the invention set forth in US Application No. 09/201,430, filed November 30, 1998, entitled "Prevention and Treatment of Amyloidogenic Disease" (hereinafter referred to as "the Invention" and "the Application"), and, *inter alia*, the Application, and any Letters Patent which may thereafter be granted on the Application;

(B) The Application issued as US Patent No. 6,787,523 on September 7, 2004 (hereinafter "the Patent");

(C) Dale B. SCHENK was under an obligation of assignment to assign all right, title and interest in and to the Invention and the Application to ATHENA;

(D) ATHENA was under obligation of assignment to assign all right, title and interest in and to the Invention and the Application to ELAN;

(E) The recorded assignment from Dale B. SCHENK to ELAN, although reflecting the intention of the Parties that all right, title and interest in and to the Invention and Application ultimately be transferred from Dale B. SCHENK to ELAN may not have been consistent with Dale B. SCHENK's obligation to assign all right, title and interest in and to the Invention and the Application to ATHENA;

(F) For the avoidance of doubt the Parties have agreed to correct the assignment from Dale B. SCHENK to ELAN so that Dale B. SCHENK assigns all right, title and interest in and to the Invention and Application to ATHENA as shown in Exhibit A, and ATHENA assigns all right, title and interest in and to the Invention and Application to ELAN in a separate document, attached hereto as Exhibit B.

NOW THEREFORE, it is agreed that the assignment recorded in the United States Patent and Trademark Office at reel 9741, frame 0908 and reel 010721, frame 0224, is corrected as shown in Exhibit A, and initialed by Dale B. SCHENK and representatives of each of the other Parties signing hereunder to reflect the intentions and obligations of the Parties, whereby Dale B. SCHENK has assigned, *inter alia*, all right, title and interest in and to the Invention, the Application to ATHENA. The corrected assignment is effective *nunc pro tunc* as of its original execution date of January 28, 1999.

In WITNESS WHEREOF, the Parties have hereunto set their hand on the date indicated.

Signature of Dale B. SCHENK:

M. Dale B. Schenk
Dale B. Schenk

Date of Execution: Sept 16, 2009

Place of Execution: South San Francisco

Signature of Representative for
ATHENA NEUROSCIENCES, INC.:

John L. Donahue
By: John L. Donahue

Representative's Title: Asst. Secretary

Date of Execution: September 16, 2009

Place of Execution: South San Francisco, California

Signature of Representative for
ELAN PHARMACEUTICALS, INC.:

Carl W. B.
By:

Representative's Title: Sr. Vice President

Date of Execution: Sept. 16, 2009

Place of Execution: South San Francisco, CA

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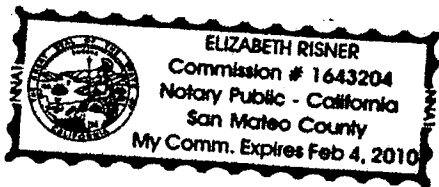
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo }

On September 16, 2009 before me, Elizabeth Risner, Notary, personally
Date Insert Name and Title of Officer

appeared Dale P. Schenk, John L. Donahue, Carl W. Battle
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

Signature [Signature]
Signature of Notary Public

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: Agreement to Correct Assignment

Document Date: September 16, 2009 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer—Title(s): _____

☐ Partner— ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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Signer's Name: _____

☐ Individual

☐ Corporate Officer—Title(s): _____

☐ Partner— ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing _____

RIGHT THUMBPRINT
OF SIGNER

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PATENT

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EXHIBIT A

Attorney Docket No.: 15270-47-2
Client Reference No.: 00209-US-CIP2

ASSIGNMENT OF PATENT APPLICATION

SOLE

WHEREAS, Dale B. Schenk, of 1542 Los Altos Drive, Burlingame, CA 94010, US, hereinafter referred to as "Assignor," is the inventor of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: PREVENTION AND TREATMENT OF
AMYLOIDOGENIC DISEASE

Date(s) of execution of Declaration: _____

Filing Date: November 30, 1998

Athena Neurosciences

Application No.: 09/201,430; and

WHEREAS, ~~Elan Pharmaceuticals, Inc.~~, located at 800 F. Gateway Blvd., South San Francisco, CA, 94080, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on any patent application claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has signed his/her name on the date indicated.

Dated: 1/26/99

Dale B. Schenk
Dale B. Schenk

PA 173359 v1

Page 1 of 1

Dale B. Schenk DS

Elan Pharmaceuticals, Inc. CMB

Athena Neurosciences, Inc. JD

EXHIBIT B

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, in the County of San Mateo, and in the State of California (hereinafter referred to as "ASSIGNOR"), witnesseth:

WHEREAS, by assignment from the inventor, Dale B. Schenk, effective nunc pro tunc January 28, 1999, the ASSIGNOR owns the entire right, title, and interest in and to the invention described and set forth below:

Title of Invention: Prevention and Treatment of Amyloidogenic Disease

US Application No.: 09/201,430

Filing Date: November 30, 1998

US Patent No.: 6,787,523

Grant Date: September 7, 2004

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having a principal place of business at 800 Gateway Blvd., South San Francisco, in the County of San Mateo, and in the State of California (hereinafter referred to as "ASSIGNEE"), pursuant to a Stock and Asset Contribution Agreement effective January 1, 1999, between ASSIGNOR and ASSIGNEE, has acquired the ASSIGNOR'S right, title, and interest in and to said invention, the right, title, and interest in and to any applications, including provisional applications, for any Letters Patent of the United States or others 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, for good and sufficient consideration, receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has assigned, and by these presents does assign to ASSIGNEE all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by ASSIGNEE and ASSIGNEE'S successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof. This assignment is effective nunc pro tunc as of January 28, 1999.

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

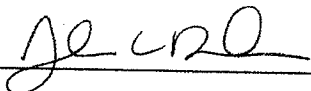
will, whenever counsel of the ASSIGNEE, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said 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 all 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 ASSIGNOR, 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 of said inventions and the Letters Patent or Patents issued and to be issued thereon for the sole use and behalf of the ASSIGNEES, their successors, legal representatives, and assigns.

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

ATHENA NEUROSCIENCES, INC.

Date: September 16, 2009

By: 

Name: John L. Donahue

Title: Asst. Secretary

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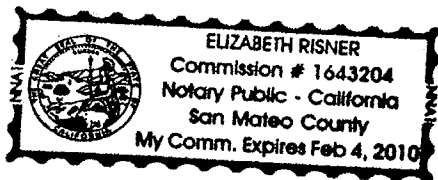
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo }

On September 16, 2009 before me, Elizabeth Risner, Notary personally
Date Insert Name and Title of Officer

appeared John L. Donahue
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

Signature

Elizabeth Risner
Signature of Notary Public

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

Document Date: September 16, 2009 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer—Title(s): _____

☐ Partner— ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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Signer's Name: _____

☐ Individual

☐ Corporate Officer—Title(s): _____

☐ Partner— ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing _____

RIGHT THUMBPRINT
OF SIGNER

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