

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Athena Neurosciences, Inc.	09/16/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Elan Pharmaceuticals, Inc.
<b>Street Address:</b>	800 Gateway Boulevard
<b>City:</b>	South San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94080
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6787143
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650-326-2400
<b>Email:</b>	mrcatiis@townsend.com
<b>Correspondent Name:</b>	Rosemarie L. Celli
<b>Address Line 1:</b>	TOWNSEND and TOWNSEND and CREW LLP
<b>Address Line 2:</b>	Two Embarcadero Center, 8th Floor
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3834
<b>ATTORNEY DOCKET NUMBER:</b>	15270J-004722US
<b>NAME OF SUBMITTER:</b>	Rosemarie L. Celli
<b>Total Attachments: 3</b> source=J-004720USassign_AtoEpi#page1.tif source=J-004720USassign_AtoEpi#page2.tif source=J-004720USassign_AtoEpi#page3.tif	

CH \$40.00 6787143

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**PATENT**  
**REEL: 023312 FRAME: 0469**

### 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

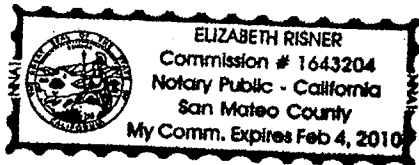
County of San Mateo }

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

Top of thumb here

Signer's Name: \_\_\_\_\_

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☐ Partner— ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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