

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Elan Pharmaceuticals, Inc.	04/06/2004
RECEIVING PARTY DATA	
Name:	Neuralab Limited
Street Address:	102 St. James Court
City:	Flatts, Smiths
State/Country:	BERMUDA
Postal Code:	FL04
Name:	Wyeth
Street Address:	Five Giralda Farms
City:	Madison
State/Country:	NEW JERSEY
Postal Code:	07940
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11893123
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
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Correspondent Name:	Rosemarie L. Celli
Address Line 1:	TOWNSEND and TOWNSEND and CREW LLP
Address Line 2:	Two Embarcadero Center, 8th Floor
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ATTORNEY DOCKET NUMBER:	15270C-015750US

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PATENT  
REEL: 023417 FRAME: 0388

NAME OF SUBMITTER:

Rosemarie L. Celli

Total Attachments: 3

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## ASSIGNMENT

THIS ASSIGNMENT, by 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 Assignor"), witnesseth:

WHEREAS, by virtue of an Assignment submitted on January 8, 2004 for recordation in the United States Patent and Trademark Office, the Assignor is the owner of the entire right, title and interest of the invention set forth as follows:

Title of Invention: *HUMANIZED ANTIBODIES THAT RECOGNIZE BETA AMYLOID PEPTIDE*

Filing Date: March 12, 2003

Application No.: 10/388,214

WHEREAS, NEURALAB LIMITED, a corporation duly organized under and pursuant to the laws of BERMUDA and having its principal place of business at 102 ST. JAMES COURT, FLATTS, SMITH FL04, BERMUDA, pursuant to a Development and License Agreement dated as of January 14, 1998 (hereinafter referred to as "the NEURALAB LIMITED Agreement"), between Elan Corporation, plc and its Affiliates (which include the Assignor) and NEURALAB LIMITED, and

WYETH, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDA FARMS, MADISON, NEW JERSEY 07940, pursuant to a RESEARCH, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT dated March 17, 2000, (hereinafter referred to as "the Wyeth Agreement"), between AMERICAN HOME PRODUCTS CORPORATION acting through AMERICAN HOME PRODUCTS CORPORATION'S WYETH-AYERST LABORATORIES DIVISION (now collectively known as Wyeth, hereinafter referred to as "the Assignee") and NEURALAB LIMITED,

(hereinafter referred to as "the Assignees"),

have jointly acquired the Assignor's right, title, and interest in and to said invention 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 of any country, to be obtained therefor and thereon;

NOW, THEREFORE, pursuant to the NEURALAB LIMITED Agreement and the WYETH Agreement, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the Assignees, and Assignees' successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned invention, the right to file applications on said invention 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, renewals, substitutions, conversions, **PATENT** continuations, and

continuations-in-part of said applications, and reissues, prolongations 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 Assignees, for their own use and behalf and the use and behalf of their 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 Assignees, their successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignees, or the counsel of their 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, continuation-in-part, substitution or conversion of any applications for Letters Patent or Patents, or any reissue, prolongation 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 Assignees, their successors, legal representatives, and assigns, but at the cost and expense of the Assignees, their 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 Assignees as the Assignees of said invention 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 TESTIMONY WHEREOF, Assignor has signed its name on the date indicated.

ELAN PHARMACEUTICALS, INC.

Date:

April 6, 2004

By:



Type Name: Carl W. Battle

Title: Senior Vice President, Chief Patent Counsel

State of California  
County of San Mateo ) ss.

On April 6, 2004 before me, Beverly A. Dynes  
Name of Notary Public

Personally appeared Carl W. Battle  
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.

Beverly A. Dynes  
Signature of Notary Public

