

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Pfizer Inc.	06/30/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Graceway Pharmaceuticals, LLC
Street Address:	340 Martin Luther King Jr. Boulevard
City:	Bristol
State/Country:	TENNESSEE
Postal Code:	37620
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12670010
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(617)535-3800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(617) 535-4000
Email:	mmolchan@mwe.com
Correspondent Name:	Robert H. Underwood
Address Line 1:	28 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	081521-0127
NAME OF SUBMITTER:	Melissa Molchan
<b>Total Attachments: 9</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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## ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made and entered into as of this 30th day of June, 2009 by and between:

PFIZER INC., a corporation organized and existing under the laws of Delaware, and having offices at 235 East 42nd Street, New York, NY 10017 ("Pfizer"), and WARNER LAMBERT LLC, a limited liability company organized and existing under the laws of Delaware, and having offices at 235 East 42nd Street, New York, NY 10017 (together with Pfizer, "Assignor"), and

GRACEWAY PHARMACEUTICALS, LLC, a limited liability company organized and existing under the laws of Delaware, and having offices at 340 Martin Luther King Jr. Boulevard, Suite 500, Bristol, Tennessee 37620 ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule A hereto, together with all domestic and foreign Patent Rights derived therefrom, including, to the extent available, (i) all Patent Rights in inventions claimed or described in any or all of the PFIZER Product Patent Rights; (ii) all Patent Rights with respect to which the PFIZER Product Patent Rights claim priority or form a basis for priority; (iii) all past, current and future causes of action, rights to defend and enforce claims (whether known or unknown or whether currently pending, filed, or otherwise) for damages, injunctive relief, and any other remedies of any kind related to any or all of the PFIZER Product Patent Rights; and (iv) all other Patent Rights and interests arising out of or in connection with the PFIZER Product Patent Rights, whether or not claims in any of the foregoing have been rejected, withdrawn or cancelled, including the right to revive prosecution of claims therein. (collectively, the "Pfizer Product Patents Rights");

WHEREAS, Pfizer and Assignee are parties to that certain Acquisition and License Agreement, dated as of June 30, 2009, (the "Acquisition Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Acquisition Agreement);

WHEREAS, pursuant to the Acquisition Agreement, Assignor agreed to transfer to Assignee, among other things, all of Assignor's right, title and interest in and to the Pfizer Product Patent Rights; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing.

NOW THEREFORE, for the consideration set forth in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon the date hereof, Assignor hereby assigns to Assignee, its successors, and its assigns, Assignor's entire right, title and interest in and to the Pfizer Product Patent Rights in the sole name of Assignee, its successors and its assigns, the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal

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representatives and assigns as fully and entirely as the same would have been held and enjoyed by the respective Assignor had this assignment not been made.

2. No Warranties. Except as expressly provided in the Acquisition Agreement, Assignor makes no warranties, express or implied, with respect to the Pfizer Product Patent Rights.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Pfizer Product Patent Rights, and shall not enter into any agreement in conflict with this Assignment.


4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and any other official or agency throughout the world whose duty it is to register and record ownership in patent registrations and applications for registration, to record the Assignee as the assignee and owner of the Pfizer Product Patent Rights.

5. Authority to Sign. Assignor represents and warrants that it is duly authorized and has legal capacity to execute and deliver this Assignment, and that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized and that the Assignment is a valid and legal agreement binding on the respective Assignor and enforceable in accordance with its terms.

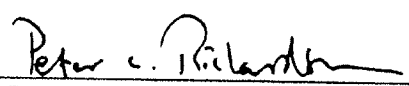
6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR: PFIZER INC.

By:   
Name: Roy P. Waldron  
Title: Assistant Secretary

ASSIGNOR: WARNER-LAMBERT COMPANY  
LLC

By:   
Name: Peter C. Richardson  
Title: Vice President

ASSIGNEE: GRACEWAY  
PHARMACEUTICALS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the undersigned parties has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR: PFIZER INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR: WARNER LAMBERT LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE: GRACEWAY  
PHARMACEUTICALS, LLC

By: *John Bellamy*  
Name: *John Bellamy*  
Title: *VP + General Counsel*

SCHEDULE A

Docket No.	Country	Legal Owner	Application No.	App. Date	Patent No.	Grant Date	Status
<b>PF-04329712</b>							
033215A	United States	PFIZER INC.	11/871311	12-Oct-07			Filed
<b>PF-03741898</b>							
33626	United States	PFIZER INC.	60/954593	8-Aug-07			Provisional
<b>PF-00450301</b>							
8412	United States	PFIZER INC.	08/298735	31-Aug-94	6133326	17-Oct-00	Granted
008412A	United States	PFIZER INC.	09/536480	27-Mar-00	6271268	7-Aug-01	Granted
026058A	United States	WARNER LAMBERT COMPANY LLC	10/958306	5-Oct-04			Filed
26058	United States	WARNER LAMBERT COMPANY LLC	60/509984	9-Oct-03			Provisional
032645A	United States	WARNER LAMBERT COMPANY LLC	11/354486	15-Feb-06			Filed
32645	United States	WARNER LAMBERT COMPANY LLC	60/655758	24-Feb-05			Provisional

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ASSIGNMENT

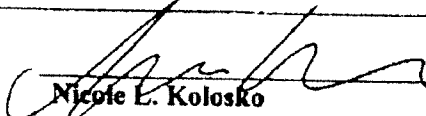
For valuable consideration, the receipt and adequacy of which is hereby acknowledged, we, **Nicole L. Kolosko and Jin Li**, of **72 Vinegar Hill Road, Gales Ferry, CT 06335 and 13 Canterbury Lane, Pawcatuck, CT 06379**, respectively, hereby sell, assign and transfer unto **PFIZER INC.**, a corporation organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business at **235 East 42nd Street, New York, New York 10017, United States of America**, our entire right, title and interest, except as limited hereinbelow, in and to provisional patent application of the United States of America, having **PFIZER INC. Docket No. PC33626, filed August 8, 2007, Serial No. 60/954,593, and entitled PHENOXY-PYRROLIDINE DERIVATIVE AND ITS USE AND COMPOSITIONS**; and our entire right, title and interest, in the United States of America, in and to all our inventions, whether joint or sole, disclosed in said provisional patent application; and our entire right, title and interest in and to all applications filed in the United States of America for Letters Patent for any or all of said inventions; and our entire right, title and interest in and to all Letters Patent granted in the United States of America on the foregoing applications;

and we hereby sell, assign and transfer unto **PFIZER INC.**, a corporation organized and existing under the laws of the State of Connecticut, United States of America, and having its place of business at **Eastern Point Road, Groton, Connecticut 06340, United States of America**, our entire right, title and interest, in all countries of the world except the United States of America, in and to all our inventions, whether joint or sole, disclosed in said provisional patent application; and our entire right, title and interest in and to all patent applications filed outside the United States of America for Letters Patent for any or all of said inventions; and our entire right, title and interest in and to all Letters Patent granted outside the United States of America on said patent applications filed outside the United States of America; and the right to claim priority from said provisional patent application under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States of America is a party and which afford similar priority-claiming privileges, in all countries of the world except the United States of America;



and we hereby agree, whenever requested, to communicate to said PFIZER INC., and its successors and assigns, any facts known to us respecting said inventions, to testify in any legal proceeding respecting said inventions, and to execute all applications or papers necessary to obtain and maintain proper patent protection on said inventions in all countries of the world.

Signed and witnessed this 11 day of March at  
12:25 pm 2008

  
\_\_\_\_\_  
Nicole L. Kolosko

In the presence of:

Thomas F. Waterman  
[Handwritten Signature]  
\_\_\_\_\_  
(Typed or Printed Name of Witness)

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_ at  
\_\_\_\_\_

\_\_\_\_\_  
Jin Li

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
(Typed or Printed Name of Witness)

ASSIGNMENT

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, we, **Nicole L. Kolosko and Jin Li**, of **72 Vinegar Hill Road, Gales Ferry, CT 06335 and 13 Canterbury Lane, Pawcatuck, CT 06379**, respectively, hereby sell, assign and transfer unto **PFIZER INC.**, a corporation organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business at 235 East 42nd Street, New York, New York 10017, United States of America, our entire right, title and interest, except as limited hereinbelow, in and to provisional patent application of the United States of America, having **PFIZER INC. Docket No. PC33626, filed August 8, 2007, Serial No. 60/954,593, and entitled PHENOXY-PYRROLIDINE DERIVATIVE AND ITS USE AND COMPOSITIONS**; and our entire right, title and interest, in the United States of America, in and to all our inventions, whether joint or sole, disclosed in said provisional patent application; and our entire right, title and interest in and to all applications filed in the United States of America for Letters Patent for any or all of said inventions; and our entire right, title and interest in and to all Letters Patent granted in the United States of America on the foregoing applications;

and we hereby sell, assign and transfer unto **PFIZER INC.**, a corporation organized and existing under the laws of the State of Connecticut, United States of America, and having its place of business at Eastern Point Road, Groton, Connecticut 06340, United States of America, our entire right, title and interest, in all countries of the world except the United States of America, in and to all our inventions, whether joint or sole, disclosed in said provisional patent application; and our entire right, title and interest in and to all patent applications filed outside the United States of America for Letters Patent for any or all of said inventions; and our entire right, title and interest in and to all Letters Patent granted outside the United States of America on said patent applications filed outside the United States of America; and the right to claim priority from said provisional patent application under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States of America is a party and which afford similar priority-claiming privileges, in all countries of the world except the United States of America;

and we hereby agree, whenever requested, to communicate to said PFIZER INC., and its successors and assigns, any facts known to us respecting said inventions, to testify in any legal proceeding respecting said inventions, and to execute all applications or papers necessary to obtain and maintain proper patent protection on said inventions in all countries of the world.

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Nicole L. Kolosko

In the presence of:

\_\_\_\_\_  
(Typed or Printed Name of Witness)

Signed and witnessed this March 7 day of 2008 at  
5. Shangdi Kaituo Road, Haidian, Beijing

  
\_\_\_\_\_  
Jin Li

In the presence of:

Xia wei  
\_\_\_\_\_

Xia Wei  
\_\_\_\_\_  
(Typed or Printed Name of Witness)