

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sam J. Milstein	02/13/1995
RECEIVING PARTY DATA	
Name:	Emisphere Technologies, Inc.
Street Address:	240 Cedar Knolls
City:	Cedar Knolls
State/Country:	NEW JERSEY
Postal Code:	07027
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12473192
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ATTORNEY DOCKET NUMBER:	1951300.00072
NAME OF SUBMITTER:	Michelle Glasky Bergman
Total Attachments: 3 source=ASSIGNMENT FROM INVENTOR TO EMISPHERE#page1.tif source=ASSIGNMENT FROM INVENTOR TO EMISPHERE#page2.tif source=ASSIGNMENT FROM INVENTOR TO EMISPHERE#page3.tif	

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REEL: 024500 FRAME: 0391

File No: 1946/0A442

ASSIGNMENT

SAM J. MILSTEIN, a citizen of The United States of America; residing at 1 Knollwood Drive, Larchmont, New York 10538;

hereinbelow called "Assignor", has made a certain invention entitled

CARBON-SUBSTITUTED DIKETO-PIPERAZINE DELIVERY SYSTEMS

Serial No.: 08/316,404
Filed : September 30, 1994

described in the specification executed by me, filed in the U.S. Patent and Trademark Office; and

WHEREAS, **EMISPHERE TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having offices and doing business at 15 Skyline Drive, Hawthorne, New York 10532 and elsewhere, hereinbelow called "Assignee", is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the said Assignor have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made.

For the consideration aforesaid, I hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action

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in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention, which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent, which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

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I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.



SAM J. MILSTEIN, Inventor

United States of America)
State of: New York) S.S.:
County of: Westchester)

Sworn to and subscribed before me this 13 day of
FEBRUARY, 1995


Notary Public

JAMES C. HESS
Notary Public, State of New York
No. 60-993727
Qualified in Westchester County
Commission Expires: 4/25/96

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