

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Theresa Ryan Jeary	03/22/2001
RECEIVING PARTY DATA	
Name:	Elan Corporation PLC
Street Address:	Monksland
Internal Address:	Athlone Co.
City:	Westmeath
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7465462
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Blue Bell, PENNSYLVANIA 19422
ATTORNEY DOCKET NUMBER:	34074.00020
NAME OF SUBMITTER:	Lindette C. Hassan
Total Attachments: 8 source=int10B#page1.tif source=int10B#page2.tif source=int10B#page3.tif source=int10B#page4.tif	

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COPY

THIS AGREEMENT is dated

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and made between

(1) Name TERESA RYAN JEAR

Address The Cottage, Roskey, Bealnamulla, Athlone

(2) Elan Corporation Plc having its registered office at Monksland, Athlone, Co. Westmeath, Ireland (which together with its subsidiary and affiliates is hereinafter referred to as "the Company").

RECITALS:

- A. The Company is engaged, inter alia, in the business of developing controlled absorption drug delivery systems and manufactures, markets and licenses drug products based on such systems.
- B. It is intended that this Agreement will be supplemental to any other agreement which governs the terms and conditions of the Employee's employment with the Company and the terms and conditions as contained hereunder will form part of the Employee's terms and conditions of employment with the Company.

NOW in consideration of the terms conditions and covenants herein contained and conditions of employment of the Employee with the Company **IT IS HEREBY AGREED** as follows:

1. Non-Disclosure:

1.1. During the continuance of his employment with the Company and at all times after he ceases to be in such employment, save in the proper exercise of his duties, the Employee:

1.1.1. shall not utilise for his own purpose or divulge, publish or reveal to any person, firm of company any information whatsoever concerning the business organisation, finances, dealings, transactions or affairs of the Company;

1.1.2. shall use his best endeavours to prevent the disclosure or publication of any such matters by others;

1.1.3. shall keep with complete secrecy all confidential information entrusted to him;

and

1.1.4. shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to the Company, or its business or may be likely to do so.

1.2. On termination of his employment with the Company (for whatever cause) the Employee shall deliver up to the Company all documents, papers and notes of any description in his possession or under his control which relate in any way to the affairs of the Company or to the property in which the Company has an interest and shall not retain any copies thereof.

1.3 All such documents, papers and notes are and remain the property of the Company as the case may be.

2. Assignment of Inventions:

2.1. The Employee shall disclose promptly, completely and in writing to the Company any and all discoveries, inventions, processes, diagrams, methods, formulations, apparatus and any improvements (together "Inventions") discovered, conceived or developed, either individually or jointly with others, during the course of his employment with the Company. The obligations imposed under this clause will apply whether the invention is discovered, conceived or developed during the Employee's actual attendance at the premises of the Company or at the Employee's home or elsewhere.

2.2. The Employee shall assign any patent rights which he may have in the aforesaid inventions, and the consideration for any such assignment shall be IR£1. In this regard, the Employee shall at all times during his employment with the Company or after the termination of such employment (for whatever cause) assist, prepare, execute and deliver any disclosures, patent applications or documents as may be necessary to vest title in the Company (or in such person or persons as it may direct) or in its assigns or successors. The Employee shall also provide such reasonable assistance as the Company may require in relation to any patent related or other proceedings in which the Company may be involved.

2.3. The Employee hereby irrevocably appoints a Director for the time being of the Company to be his Attorney in his name and on his behalf to execute and do any such instruments or things and generally to use his name for the purposes of giving to the Company or its nominees the full benefit of the provisions of these clauses.

3. Protective Terms:

- 3.1. The Employee shall not without the consent in writing of the Company at any time during the continuance of his employment either solely or jointly with or as manager or agent for any other person, firm or company, directly or indirectly carry on or be engaged or be concerned or interested in any business, trade or calling carried out by the Company except as holder of shares or securities issued by any concern which are quoted or dealt in on a recognised stock exchange.
- 3.2. The Employee shall not within one year of the termination of his employment with the Company (for whatever cause) knowingly approach, solicit or accept custom in relation to any products or services similar to those of the Company from any person, firm or body corporate that was as of the date of termination of his employment with the Company a customer of the Company.
- 3.3. The Employee shall not within one year of the termination of his employment with the Company (for whatever cause) knowingly approach, solicit or endeavour to solicit, or obtain the services of any person employed by the Company as at the date of termination of the Employee's employment with the Company.
- 3.4. The Employee shall not during the period of six months after the termination of his employment with the Company (for whatever cause) be concerned or interested directly or indirectly within Ireland in the business of developing controlled absorption drug delivery systems or the manufacture, marketing and the licensing of drug products based on such systems, whether on his own account or in partnership or as an agent, servant, director or manager for any other person, firm or body corporate provided that nothing in this clause shall prevent him from holding shares in any concern which are quoted or dealt in on a recognised stock exchange.
- 3.5. Whilst the restrictions contained in this Agreement are considered by the parties to be reasonable and indispensable in the circumstances as of the date hereof, it is acknowledged that restrictions of such nature may be invalid because of changed circumstances or other unforeseen reasons and, accordingly the parties agree that if any one or more of such restrictions should be judged to be void or unenforceable by any court or regulatory authority but would be valid and enforceable if part of the wording thereof were deleted or the period thereof reduced or the range of activities or areas covered thereby reduced in scope, the said restrictions will apply with such modifications as may be necessary to make them valid, enforceable and effective and such modifications will not thereby affect the validity of any other restriction contained herein.

4. Miscellaneous:

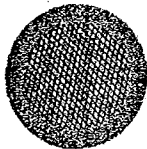
- 4.1. All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court or regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Agreement, and shall not affect the enforceability, legality and validity of the remainder of this Agreement.
- 4.2. The obligations of the Employee will (save where otherwise stipulated) continue to apply and be effective notwithstanding the termination of his employment for whatever cause.
- 4.3. This Agreement will be binding upon and enure to the benefit of the successors of the parties and is not assignable by the Employee.

IN WITNESS whereof this Agreement has been executed the date and year first herein written.

Signed by [*AB*] a
duly authorised signatory
of Elan Corporation plc

SIGNED sealed and delivered
by the Employee in the presence of:-

[Signature]
Witness' Signature

Theresa Ryan Jersey
Signature 

Payroll Supervisor
Elan
Address

Occupation

Docket No.
P24,622 USA

Declaration and Power of Attorney For Patent Application

English Language Declaration

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

Multiparticulate Controlled Release Selective Serotonin Reuptake Inhibitor Formulations

the specification of which

(check one)

☐ is attached hereto.

☒ was filed on 10 May 2000 (10.05.00) as United States Application No. or PCT International Application Number PCT/IE00/00060 and was amended on _____

(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d) or Section 365(b) of any foreign application(s) for patent or inventor's certificate, or Section 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Not Claimed

990406

Republic of Ireland

20 May 1999 (10.05.99)

☐

(Number)

(Country)

(Day/Month/Year Filed)

PCT/IE00/00060

PCT

10 May 2000 (10.05.00)

☐

(Number)

(Country)

(Day/Month/Year Filed)

☐

(Number)

(Country)

(Day/Month/Year Filed)

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PATENT
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I hereby claim the benefit under 35 U.S.C. Section 119(e) of any United States provisional

<u>60/135,019</u>	<u>20 May 1999 (10.05.99)</u>
(Application Serial No.)	(Filing Date)
<u> </u>	<u> </u>
(Application Serial No.)	(Filing Date)
<u> </u>	<u> </u>
(Application Serial No.)	(Filing Date)

I hereby claim the benefit under 35 U. S. C. Section 120 of any United States application(s), or Section 365(e) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. Section 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, C. F. R., Section 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

<u>PCT/IB00/00060</u>	<u>10 May 2000 (10.05.00)</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
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(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
<u> </u>	<u> </u>	<u> </u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

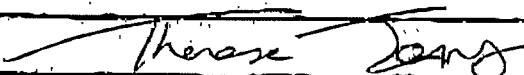
POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (list name and registration number)

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Joseph F. Poullico (Reg. No. 32,290)
Mark D. Simpson (Reg. No. 32,942)
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Gary A. Hocht (Reg. No. 36,826)
Stephen J. Driscoll (Reg. No. 37,564)
Lisa B. Lane (Reg. No. 38,217)

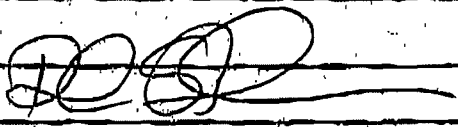
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Alexis Barron - 215-923-4466

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Sole or first inventor's signature	 22 March 2001
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Full name of second inventor, if any	Catherine Ann MORRISSEY
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Citizenship	Republic of Ireland
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Third inventor's signature		Date
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Citizenship Republic of Ireland		
Post Office Address 37 Auburn Heights, Athlone, County Westmeath, REPUBLIC OF IRELAND		

Full name of fourth inventor, if any	
Fourth inventor's signature	Date
Residence	
Citizenship	
Post Office Address	

Full name of fifth inventor, if any	
Fifth inventor's signature	Date
Residence	
Citizenship	
Post Office Address	

Full name of sixth inventor, if any	
Sixth inventor's signature	Date
Residence	
Citizenship	
Post Office Address	