

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Employment Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Catherine Morrissey	10/12/2001
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Elan Corporation, PLC
<b>Street Address:</b>	Monksland
<b>Internal Address:</b>	Athlone, Co.
<b>City:</b>	Westmeath
<b>State/Country:</b>	IRELAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7465462
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	34074.00020
<b>NAME OF SUBMITTER:</b>	Lindette C. Hassan
<b>Total Attachments: 10</b> source=int10D#page1.tif source=int10D#page2.tif source=int10D#page3.tif source=int10D#page4.tif	

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Approval Ref: 29/01 – EPT

**Private & Confidential**

12 October 2001

Ms Catherine Morrissey  
Radestown  
Co Kilkenny

Dear Catherine

Further to your interview and subsequent medical clearance, we are pleased to offer you a position with Elan Corporation plc on the following terms and conditions:

**Position**

You shall be employed as a Project Planner - Level 4 with Elan Corporation plc and will report in the first instance to Margot Foynes, Project Leader. Your employment with the Company shall commence on Tuesday 16<sup>th</sup> October 2001.

**Duties & Responsibilities**

Your main duties and responsibilities are as outlined in the attached job description.

You will be required to be flexible in this position and must be prepared to undertake such other work as may be assigned to you by the Company from time to time, in line with the needs of the service.

Such work can be outside the area of your normal duties and it may be for such subsidiary or associated companies as the Company may require. You should be aware that the Company ultimately reserves the right to re-assign Scientists between laboratories and departments in line with business needs.

**Probation**

Your employment with Elan is subject to the satisfactory completion of a six-month probationary period. Termination of this agreement within the probationary period is at the absolute and sole discretion of the Company. The Company reserves the right to extend the probationary period.

## Remuneration

Your rate of pay will be €31,743 (IR£25,000) per annum, subject to deductions for PAYE, PRSI, pension, etc. Payment will be made by credit transfer, fortnightly in arrears. Typically the Company endeavours to make payments for the previous pay period to your bank account by the relevant Friday. Annual performance reviews will take place in April of each year.

On termination of employment, monies in respect of any overpayments, which may have been made to you, will be deducted from final pay.

## Options

Subject to the approval of the Compensation Committee, EPT will arrange to grant you 1,250 Options of American Depository Shares in Elan Corporation plc at the prevailing market price when the Compensation Committee meet. The Options shall be granted pursuant to the rules of the applicable scheme. Your right to exercise Options vests in annual increments over a four-year period starting on the Vesting start date as follows:

<u>Anniversary of Vesting</u> <u>Start Date:</u>	<u>Percentage:</u>
Second	50%
Third	75%
Fourth	100%

## Hours of Work

Typically, standard hours of work are 8:30 a.m. to 5:00 p.m. Monday to Thursday and 8:30 a.m. to 4:00 p.m. on Friday. Please refer to the Employee Handbook and enclosed flexi-start policy for further details. The Company reserves the right to alter the hours of work and your co-operation is expected in this regard.

## Place of Work

You will normally be required to work at the Company premises at Monksland, Athlone, Co Westmeath, but you may be required to work at the premises of subsidiary or associated companies of Elan, or other organisations as the Company may require. You will be given as much notice of any such change of place of work as is reasonably practicable.

### **Annual Leave**

Your annual leave entitlement will be 21 days per annum. Authorisation for annual leave must be granted prior to taking leave.

On termination of employment, for whatever reason, you shall be paid for any accrued leave entitlement, which you have not availed of. Likewise, payment will be deducted from final monies in respect of any excess unaccrued leave, which you have taken.

Please refer to the Company Handbook for further details regarding your annual leave entitlement.

### **Pension Scheme**

Details of the Company's Pension Scheme are outlined in the 'Employee Benefits Plan' booklet, which is available from the Payroll Department. It is compulsory for all qualifying employees to join the Company's contributory pension scheme. Pension contributions are currently tax deductible and will be deducted from your salary at the rate 5 per cent or 8.45 per cent as you decide.

### **Safety, Health & Welfare**

You are reminded of your obligations under the Safety, Health & Welfare at Work Act, 1989 and your attention is drawn to the Company's Safety Statement which is available on the premises. In accordance with same you will be required to comply with health and safety practices and procedures in respect of your working environment. You are required to use protective equipment and clothing where appropriate. You should immediately report to your supervisor, any issues or incidents which could affect the safety, health or welfare of employees or members of the public.

Due to the nature of the Company's operations, the Company reserves the right to have all employees medically examined at any time during your employment in order to assess their continued fitness for work.

### **Sickness & Absence**

In the event of accident or illness, you are required to notify the Company, no later than one hour after your scheduled starting time, of your inability to attend work. For absences of three days or more, you are required to furnish the Company with a medical certificate in respect of your absence. It should be noted that the first day of any uncertified sick leave will be unpaid unless a doctor's certificate is furnished for that day.

Terms of the Company's sick pay scheme are detailed in the Employee Handbook. The Company reserves the right to have employees examined by the Company doctor or Company nominated specialist.

### **Grievance Procedure**

It is acknowledged that from time to time, instances may arise where you have a grievance, which needs attention. In order to achieve a satisfactory resolution to such issues, you should, in the first instance, discuss the matter with your supervisor or manager who will make every effort to resolve the issue. If this matter remains unresolved, you may request the supervisor or manager to refer the issue to the next or more senior level of management, or to the Company's Ombudsman. If you feel that it is necessary or appropriate to do so, you may refer the matter directly to the Ombudsman. Issues may also be referred to the Head of Human Resources.

### **Disciplinary Procedure**

The Company hopes that it will not be necessary to discipline employees. However, breaches of Company rules will render an employee liable to disciplinary action. All employees are referred to the Company Handbook, which outlines the disciplinary procedure.

### **Retirement**

Retirement from the Company takes place on your 65th birthday.

### **Notice**

Except in cases justifying summary dismissal, you will be entitled to receive 4 weeks' notice or notice in accordance with the Minimum Notice & Terms of Employment Act, 1973-1991 (whichever is the greater). Similarly, should you decide to leave the employ of the Company, you will be required to furnish the Company with at least 4 weeks' notice. The Company reserves the right to make payment in lieu of notice.

### **Return of Documents / Property**

On the termination of your employment you must return, to the Company, all property, documents, papers, notes and other media of any description (including computer files and programmes) which relate in any way to the affairs of the Company, or any of its subsidiary or associated companies, or to the property in which the companies have an interest, and you shall not retain any copies thereof.

**Life Assurance**

The Company will insure your life for 4 times your base annual salary, (or 8 times for married personnel) from the date of commencement of employment until your retirement or departure from the Company.

**Loyalty & Confidentiality**

The requirement for loyalty and confidentiality is fundamental to your appointment. In this regard you will be expected to give a full time commitment to the Company and you will not, for the duration of your employment, be engaged either directly or indirectly in any business or activity which is in competition with, or in any way, inconsistent with your obligations to the Company.

Prior to commencement of employment, you will be required to sign a confidentiality agreement, which incorporates terms, which are designed to protect the Company's vital interests.

**Intellectual Property**

You agree that you shall not, within one year of the termination (for whatever reason) of this employment with Elan, knowingly approach, solicit or endeavour to solicit, or obtain the services of any person employed with the Company at the date of your termination of employment.

**Right to Search**

The Company reserves the right to search your person, property or vehicle while on or when departing from the Company premises. Any searches will be carried out with discretion and are not intended to embarrass or imply suspicion of the person concerned.

**Employee Handbook**

A copy of the Employee Handbook is enclosed, it contains terms and conditions of employment which are common to all employees. Please familiarise yourself with the contents of the handbook and do not hesitate to contact me with any queries, which you may have in relation to same.

This letter is sent to you in duplicate. If having considered the terms of this agreement together with the terms outlined in the attached documentation, you find them acceptable, please sign and return this letter to Maggie Egan, HR Officer, Elan Pharmaceutical Technologies, Athlone, Co Westmeath. Please also forward copies of any Certificate(s), Diploma(s) and Degree(s) held by you and the names and addresses of two persons from whom references will now be requested.

Yours sincerely

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Margot Foynes  
Project Leader

I, Catherine Morrissey, hereby accept the terms and conditions of employment as set out herein and the terms and conditions as set out in the documentation referred to herein.

Signed: \_\_\_\_\_

Dated this                      day of                      2001



Express Mail Label No.

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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

<u>990406</u> (Number)	<u>Republic of Ireland</u> (Country)	<u>20 May 1999 (20.05.99)</u> (Day/Month/Year Filed)	<input type="checkbox"/>
<u>PCT/IE00/00060</u> (Number)	<u>PCT</u> (Country)	<u>10 May 2000 (10.05.00)</u> (Day/Month/Year Filed)	<input type="checkbox"/>
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_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	<input type="checkbox"/>

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**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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Peter J. Butch III (Reg. No. 32,203)  
Joseph A. Possibco (Reg. No. 32,290)  
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Theodore Naccarella (Reg. No. 33,023)  
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Gary A. Hecht (Reg. No. 36,826)  
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Gene J. Yau (Reg. No. 47,193)  
Christopher P. Dahling (Reg. No. pending)  
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Alexis Barron - 215-923-4466

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Sole or first inventor's signature	Date
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Third inventor's signature	Date
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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	

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