

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
David Hands	04/02/2003
<b>RECEIVING PARTY DATA</b>	
Name:	Merck Sharp & Dohme Limited
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<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10511691
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NAME OF SUBMITTER:	Nicole M. Beeler
Total Attachments: 2 source=20974YP-ASSIGN-17JUN2010#page1.tif source=20974YP-ASSIGN-17JUN2010#page2.tif	

CH \$40.00 10511691

Merck Case No. 20974Y  
US Serial No. 10/511,691  
Filing Date. Oct. 14, 2004

GB.AS.I.

MERCK SHARP & DOHME LIMITED  
Hertford Road,  
Hoddesdon,  
Hertfordshire EN11 9BU.

Dear Sirs,

I/WE the undersigned D. Hands HEREBY ACKNOWLEDGE that the invention entitled "Process for 5-[[2(R)-[1(R)-[3,5-Bis(trifluoromethyl)phenyl]ethoxy]-3(S)-(4-fluorophenyl)-4-morpholinyl]methyl]-1,2-dihydro-3H-1,2,4-triazol-3-one" and identified by your Case No. 20974Y wherein I am/we are named as inventor(s) was made in the course of my/our employment in the United Kingdom by you in my/our normal duties as a research scientist, and, accordingly, that all right title and interest in the said invention belongs to you absolutely by virtue of the terms of the United Kingdom Patents Act 1977, Section 39 of which being reproduced below.

In addition, in consideration of the payment of the sum of £1 by you to me/us (the receipt of which I/we hereby acknowledge), I/we hereby agree as follows:

(1) That you have the full right to apply for and obtain Letters Patent or other forms of protection in respect of the said invention in such parts of the world as you may desire (including, without limitation, the right to apply for any divisional, continuation, re-issue or similar application or applications in respect of any part or parts of the subject matter of any application or specification filed in connection with the said invention);

(2) That if and when required so to do by you, and at your expense, and whether so required during or after the termination of my/our employment with you, I/we will execute and do all such documents acts and things as you may require for the purpose of

(a) confirming that all right title and interest in the said invention and in any Letters Patent or other forms of protection obtained or applied for in respect thereof in the United Kingdom of Great Britain and Northern Ireland or the Isle of Man or in any other part of the world is vested absolutely in you, or in any person nominated by you; or, if, despite the provisions of the U.K. Patents Act 1977, this is required by the Patent Office of any country in the world, assigning or confirming the assignment of any of the foregoing to you, or to any person nominated by you;

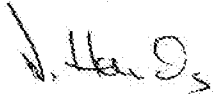
(b) applying for and obtaining in accordance with your instructions, or enabling you, or any person nominated by you, to apply for and obtain, any such Letters Patent or other form of protection; and

(c) maintaining any such Letters Patent or other form of protection in force or applying for and obtaining re-issue or extension of the term thereof or Supplementary Protection Certificates.

(3) That nothing in this Agreement shall be taken to affect any right I/we may have to claim compensation under the provisions of the United Kingdom Patents Act 1977.

(4) That this Agreement shall bind my/our personal representatives, heir(s) and/or dependant(s) as it does myself/ourselves.

Yours faithfully,



D. HANDS

2 April 2003

#### **Employees' Inventions**

- Right to employees' invention 39. (1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if:
- (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
  - (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.
- (2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.