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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Sepracor Inc.	05/06/2010

#### **RECEIVING PARTY DATA**

Name:	Wyeth LLC
Street Address:	5 Giralda Farms
City:	Madison
State/Country:	NEW JERSEY
Postal Code:	07940

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	12011083
Application Number:	11091518
Application Number:	10720134

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: PC71672 MJH

NAME OF SUBMITTER: Patricia D. Litchfield

**Total Attachments: 5** 

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### **EXHIBIT B**

## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS(this "Assignment of Patents") is executed and delivered as of May 6, 2010, by Sepracor Inc., a Delaware corporation ("Assignor"), in favor of Wyeth LLC., a Delaware limited liability company ("Assignee"), pursuant to that certain Patent Purchase Agreement dated as of May 6, 2010 (the "Purchase Agreement"), between Assignor and Assignee. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the patents and/or patent applications listed on <u>Schedule 1</u> which is attached hereto and incorporated by this reference (collectively, the "Purchased Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has transferred, and Assignee has accepted, all of the Purchased Patents; and

WHEREAS, the purpose of this document is to confirm, complete and memorialize such transfer of the Purchased Patents from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title, and interest throughout the world in, to, and under (a) the Purchased Patents and all current and future applications claiming priority thereto under 35 U.S.C. §119(e) or equivalent foreign laws or regulations in any and all countries throughout the world, including, without limitation all substitutions, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations, confirmations, and extensions relating thereto, (b) all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have been and may hereafter be filed for said Purchased Patents in any country and/or all countries throughout the world, including but not limited to those foreign patents and applications specifically described in Schedule 1, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, (c) all patent rights and other forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, and designs which may be granted with respect to the applications described in clauses (a) and/or (b) in the United States and/or any country or countries throughout the world, including, without limitation any and all patents-of-addition, renewals and reissues thereof and all extensions or restorations by existing or future extension or restoration mechanisms, including, without limitation, patent term extensions, supplementary protections or equivalents thereof, (d) all inventions claimed by any of the Purchased Patents and/or any of the patent rights and other forms of industrial property protection described in clauses (a), (b) and/or (c), (e) all rights of action pertaining to the Purchased Patents and/or any of the patent rights and other forms of industrial property

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PATENT REEL: 024681 FRAME: 0973 protection described in clauses (a), (b) and/or (c), including the right to sue and recover for past infringement thereof, the right to secure registration thereof, the right to pursue and exclusively control all existing proceedings and initiate any other proceedings before all government and administrative bodies with respect to thereto, and the right to claim priority, file foreign counterparts in any and all countries throughout the world and make applications for reissue and reexamination with respect to thereto, and (f) the ability to otherwise fully and entirely stand in the place of Assignor in all matters relating to the Purchased Patents and/or any and all patent rights and other forms of industrial property protection described in clauses (a), (b) and/or (c).

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries throughout the world but foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to record this Assignment of Patents in favor of Assignee and to issue the patents or other evidence or forms of industrial property protection on applications as aforesaid to Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

If (a) further assignment documentation is reasonably necessary for Assignee to establish or perfect its rights acquired hereunder and (b) Assignor is unwilling or unable to effect such further documentation, then Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of Assignor and for the benefit of Assignee, to execute and file with all relevant patent offices or authorities such documentation to establish or perfect Assignee's rights acquired hereunder. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of Assignor at any future time.

In the event that any of the provisions of this Assignment of Patents are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment of Patents to be executed as of the date first written above.

ASSIGNOR:	ASSIGNEE:
SEPRACOR INC.	WYETH LLC
By ///	Ву
Name: Much Iwichi Title: President + COO	Name: Title:
Date: 5/10/2010	Date:

STATE OF MASSACHUSE FLS	_) ) ss. )
(or proved to me on the basis of satisfactory instrument on oath stated that he was autho	e me, a Notary Public in and for the State of park Iwicki, personally known to me evidence) to be the person who executed this rized to execute the instrument, and acknowledged it, EPRACOR INC., to be the free and voluntary act and oses mentioned in the instrument.
IN WITNESS WHEREOF, I have he first above written.	ereunto set my hand and official seal the day and year
STATE OF <u>MASSACHUSEALS</u> ) ss. COUNTY OF <u>MIDDLESEX</u> )	NOTARY PUBLIC in and for the State of MISSEMUSE IS residing at BELLHER fown  My appointment expires 31 MAG 2013  Print Name SANKA L. KOPAC Z  Print Name SANKA L. KOPAC Z

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment of Patents to be executed as of the date first written above.

ASSIGNOR:	ASSIGNEE:
SEPRACOR INC.	WYETH ILC
By	By
Name:	Name: DAVID REID
Title:	Title: VICE PRESIDENT
Date:	Date: May 6, 2010

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**RECORDED: 07/14/2010** 

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