

**PATENT ASSIGNMENT**

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Nadine C. Becknell	11/15/2010
Babu G. Sundar	11/15/2010
Allison L. Zulli	11/15/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cephalon, Inc.
<b>Street Address:</b>	41 Moores Road
<b>Internal Address:</b>	PO Box 4011
<b>City:</b>	Frazer
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19355
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12846100
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 1:</b>	41 Moores Road
<b>Address Line 2:</b>	PO Box 4011
<b>Address Line 4:</b>	Frazer, PENNSYLVANIA 19355
<b>ATTORNEY DOCKET NUMBER:</b>	CP444
<b>NAME OF SUBMITTER:</b>	/MB/
Total Attachments: 4	

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**PATENT**  
**REEL: 025366 FRAME: 0876**

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ASSIGNMENT

WHEREAS I/we, **Nadine C. Becknell** of Coatesville, Pennsylvania; **Babu G. Sundar** of West Chester, Pennsylvania; and **Allison L. Zulli** of Wayne, Pennsylvania, have filed patent applications identified on Schedule A attached hereto; and

WHEREAS, **Cephalon, Inc.**, of 41 Moores Road, PO Box 4011, Frazer, Pennsylvania 19355, a corporation of Delaware, hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I/we, have sold, assigned, transferred, delivered and set over, and hereby sell, assign, transfer, deliver and set over to Assignee, its successors, assigns, or legal representatives, the entire right, title and interest in and to said application; and all the rights and privileges, including any and all benefits under the International Convention for the Protection of Industrial Property, including the right to claim priority based on said applications, and under any and all Letters Patent which may be granted therefore, and all right title and interest in and to every patent applications filed or to be filed on said invention in any other country or patent organization, including continuations, divisions, renewals, revivals, and any substitute applications of said applications, and any and all patents which may issue thereon, and any reissues, pipelines and extensions, and governmental exclusivity rights of the same.

AND I/we hereby assign to and authorize Assignee to file in my/our names applications for Letters Patent in any and all countries, the same to be held and enjoyed by Assignee, its successors, assigns, or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith.

AND I/we further covenant and agree that, without change to Assignee but at Assignee's expense, I/we will each time request is made and without undue delay: (i) execute and deliver all such papers as may be necessary or desirable to perfect the title to said application and said Letters Patent to Assignee, its successors, assigns, or legal representatives; (ii) communicate to Assignee or to its nominee all known facts respecting said application and said Letters Patent; (iii) testify in any legal proceedings; (iv) sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications; and (v) make all rightful oaths, and generally to do everything possible to aid Assignee, its successors, assigns, and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

**THE effective date of this ASSIGNMENT shall be the filing date of the earliest filed application set forth on Schedule A.**

Signed at West Chester on this 15 day of November, 2010.  
(City, State and Nation)

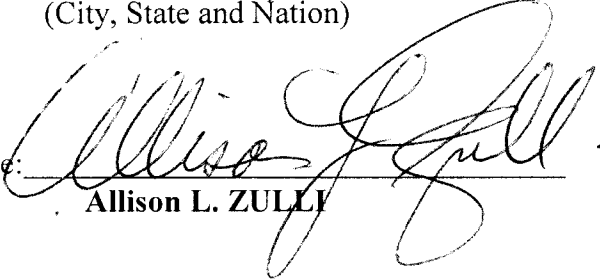
Signature: Nadine C. Becknell  
**Nadine C. BECKNELL**

Signed at West Chester, PA on this 15th day of November, 2010.  
(City, State and Nation)

Signature: B. G. Sundar  
**Babu G. SUNDAR**

Signed at WESTCHESTER, PA, USA on this 15<sup>th</sup> day of NOVEMBER 2010.  
(City, State and Nation)

Signature: \_\_\_\_\_



Allison L. ZULLI

SCHEDULE A

<b>File No.</b>	<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>
<b>CP444P</b>	<b>SUBSTITUTED SPIROCYCLIC PIPERIDINE DERIVATIVES AS HISTAMINE-3 (H<sub>3</sub>) RECEPTOR LIGANDS</b>	<b>61/062907</b>	<b>30-Jan-2008</b>
<b>CP444 WO</b>	<b>SUBSTITUTED SPIROCYCLIC PIPERIDINE DERIVATIVES AS HISTAMINE-3 (H<sub>3</sub>) RECEPTOR LIGANDS</b>	<b>PCT/US09/32709</b>	<b>30-Jan-2009</b>