

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bao-Shan HUANG	01/27/2011
RECEIVING PARTY DATA	
Name:	PENICK CORPORATION
Street Address:	33 Industrial Park Road
City:	Pennsville
State/Country:	NEW JERSEY
Postal Code:	08070
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	60829817
Application Number:	61007897
Application Number:	12446172
Application Number:	11873093
Application Number:	12446171
Application Number:	13013569
CORRESPONDENCE DATA	
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OP \$240.00 60829817

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**PATENT
 REEL: 026131 FRAME: 0014**

NAME OF SUBMITTER:

Walter Schlapkohl

Total Attachments: 3

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ASSIGNMENT

WHEREAS, **Bao-Shan HUANG**, a citizen of the United States, whose post office address is 111 Hampshire Drive, Plainsboro, NJ 08536, hereinafter referred to as the ASSIGNOR, has invented a certain invention and improvement relating to

(1) **PROCESS FOR PREPARING OXYMORPHONE**

for which a provisional application was filed in the United States Patent and Trademark Office on October 17, 2006 and awarded Application No. 60/829,817 (hereinafter referred to as "Invention (1)"); and

(2) **PROCESS FOR PREPARING OXYMORPHONE**

for which an application for Letters Patent was filed in the United States Patent and Trademark Office on December 14, 2006 and awarded Application No. 11/611,049, which was subsequently converted to Provisional Application No. 61/007,897, (hereinafter referred to as "Invention (2)");

AND WHEREAS the following applications have claimed priority to both Provisional Application No. 60/829,817 (Invention(1)) and Provisional Application No. 61/007,897 (converted from Application No. 11/611,049) (Invention (2)):

- (i) PCT/US07/81513, filed October 16, 2007, published as WO 2008/048957, including without limitation the following National Stage Applications based thereon: US National Stage Application No. 12/446,172, Canadian National Stage Application No. 2,674,917, Australian National Stage Application No. 2007311152, and European National Stage Application No. 07854091.1, from which two divisional applications have been filed, European Application No. 10166417.5 and European Application No. 10166419.1;
- (ii) U.S. Application No. 11/873,093, filed October 16, 2007 and published as US 2008/0125592 A1; and
- (iii) PCT/US07/68009, filed May 2, 2007, published as WO 2008/048711, including without limitation the following National Stage Applications based thereon: US National Stage Application No. 12/446,171, Canadian National Stage Application No. 2,674,915, Australian National Stage Application No. 2007313103, and European National Stage Application No. 07840163.5.

AND WHEREAS, ASSIGNOR executed an Assignment dated March 21, 2007, assigning the rights, title and interest for the United States in and to Invention (2) to **PENICK CORPORATION**, a corporation organized and existing under the laws of the State of Delaware, whose post-office address is 33 Industrial Park Road, Pennsville, New Jersey, 08070, USA, hereinafter known as the

ASSIGNEE, recorded at REEL 019119, FRAME 474 of the records of the U.S. Patent and Trademark Office;

AND WHEREAS, ASSIGNOR executed an Assignment dated August 13, 2008, assigning to ASSIGNEE the rights, title and interest for the United States in and to U. S. Application No. 11/873,093 (described above in section (ii) of the second WHEREAS Clause of this Assignment), which assignment is recorded at REEL 021964, FRAME 0781 of the records of the U. S. Patent and Trademark Office;

AND WHEREAS, ASSIGNEE is desirous of acquiring, and ASSIGNOR is desirous of assigning to ASSIGNEE, effective *nunc pro tunc*, as of October 17, 2006 for Invention (1) and effective *nunc pro tunc* as of December 14, 2006 for Invention (2), the entire right, title and interest for the United States of America and elsewhere throughout the world in and to said invention and patent applications identified as Invention (1) and Invention (2), including without limitation any and all of the applications related thereto, and any and all divisions and continuations thereof, and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues, and prolongations thereof, including without limitation those applications specifically recited in the Second WHEREAS clause of this assignment.

NOW, THIS WITNESSETH that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR has sold, assigned and transferred, or by these presents does sell, assign and transfer to the ASSIGNEE, its assigns and legal representatives, effective *nunc pro tunc* as of October 17, 2006 for Invention (1) and effective *nunc pro tunc* as of December 14, 2006 for Invention (2), the entire and exclusive right, title and interest in and to said Invention (1) and Invention (2) and applications, in and for the United States, together with the entire right, title and interest in and to said inventions and all patent applications and patents therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; and further including all claims for damages for reason of past infringement and/or for past provisional rights under 35 U.S.C. §154(d), with the right to sue for and collect such damages and/or provisional rights for ASSIGNEE'S own use and behalf and for the use and behalf of ASSIGNEE'S successors, assigns or other legal representatives, together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above, including without limitation the applications recited in the second paragraph of this Assignment, to have and to hold for the sole and exclusive use and benefit of the ASSIGNEE, its successors and assigns, to the full end of the term and terms for all such patents, to exercise and enjoy the said inventions and applications, with all the rights, powers, privileges, and advantages in any ways arising from or pertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, and prolongations thereof, for the use and benefit of said ASSIGNEE and its assigns and legal representatives in as ample and beneficial a manner to all intents and purposes as the said ASSIGNOR might or could have held and enjoyed the same, if this assignment had not been made.

AND said ASSIGNOR hereby represents and warrants that, other than this Assignment and the Assignment executed March 21, 2007 in favor of ASSIGNEE and recorded at REEL 019119, FRAME 474, and the Assignment executed August 13, 2008 in favor of ASSIGNEE and recorded at REEL 021964, FRAME 0781, ASSIGNOR has not executed any assignments to any third party affecting any right, title or interest in and/or to Invention (1) and/or Invention (2).

AND said ASSIGNOR hereby agrees to execute all papers necessary to file applications in the United States and anywhere else in the world for said Invention (1) and Invention (2) and to assign the same to said ASSIGNEE, or any assignee acquiring title to said invention, and to execute any other papers that may be needed in connection with filing said application and securing Letters Patent thereon.

AND said ASSIGNOR authorizes and requests the Commissioner of Patents in the United States and the same or similar office in countries other than the United States, anywhere in the world, to issue Letters Patent on said applications, and on any and all divisions and continuations thereof, to said ASSIGNEE, its assigns and legal representatives, in accordance herewith.

IN TESTIMONY WHEREOF, this assignment is executed by **Bao-Shan HUANG**, this 27 day of January 2011, at 11 Hampshire Dr., Plainsboro, NJ 08536
(address)

Bs Huang
Bao-Shan HUANG

First Witness: Buansat
BALWINDER MANOAT
(Name)
1/27/2011
(Date)

Second Witness:
Dora M. Franco
(Name)
1/27/11
(Date)