

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Nadine C. Becknell	03/17/2009
Greg Hostetler	03/26/2009
Robert L. Hudkins	03/17/2009
Kurt A. Josef	03/17/2009
Lars J.S. Knutsen	03/30/2009
Ming Tao	03/17/2009
Allison L. Zulli	03/17/2009
Edward R. Bacon	05/03/2010
Thomas R. Bailey	04/29/2010
Sankar Chatterjee	04/29/2010
Derek Dunn	04/28/2010

RECEIVING PARTY DATA

Name:	Cephalon, Inc.
Street Address:	41 Moores Road
Internal Address:	PO Box 4011
City:	Frazer
State/Country:	PENNSYLVANIA
Postal Code:	19355

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13197243

CORRESPONDENCE DATA

Fax Number: (610)727-7651

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (610) 727-6341

Email: intprop@cephalon.com

PATENT

501616294

REEL: 026699 FRAME: 0332

CH \$40.00 13197243

Correspondent Name: Cephalon, Inc.
Address Line 1: 41 Moores Road
Address Line 2: PO Box 4011
Address Line 4: Frazer, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	CP409C US
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NAME OF SUBMITTER:	/MB/
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Total Attachments: 17

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ASSIGNMENT

WHEREAS we, **Nadine C. Becknell** of Coatesville, Pennsylvania, a citizen of the United States of America; **Greg Hostetler** of Newark, Delaware, a citizen of the United States of America; **Robert L. Hudkins** of Chester Springs, Pennsylvania, a citizen of the United States of America; **Kurt A. Josef** of Radnor, Pennsylvania, a citizen of the United States of America; **Lars J. S. Knutsen** of West Chester, Pennsylvania, a citizen of the United Kingdom; **Ming Tao** of Maple Glen, Pennsylvania, a citizen of the United States of America; and **Allison L. Zulli** of Wayne, Pennsylvania, a citizen of the United States of America, have made application for Letters Patent to the United States, identified as **Serial No. 11/881,001** filed **July 25, 2007** entitled **PYRIDIZINONE DERIVATIVES** and

WHEREAS, **Cephalon, Inc.**, hereinafter referred to as the assignee, of **41 Moores Road, PO Box 4011, Frazer, Pennsylvania 19355**, a corporation of **Delaware** is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred, delivered and set over, and by these presents do hereby sell, assign, transfer, deliver and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees 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 us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees 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 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 above-referenced application for Letters Patent.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Nadine C Becknell
NADINE C. BECKNELL

3/17/09
Date

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF CHESTER)

On this 17th day of March, year of 2009, before me personally came the above named Nadine C. Becknell, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa E. Obracht, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 8, 2012
Member, Pennsylvania Association of Notaries

Lisa E. Obracht
Notary Public

Greg Hostetler
GREG HOSTETLER

3/26/09
Date

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF CHESTER)

On this 26 day of March, year of 2009, before me personally came the above named Greg Hostetler, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Lisa E. Obracht
Notary Public

Robert L. Hudkins
ROBERT L. HUDKINS

3/17/09
Date

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF CHESTER)

On this 17th day of MARCH, year of 2009, before me personally came the above named Robert L. Hudkins, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Lisa E. Obrecht
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa E. Obrecht, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 8, 2012
Member, Pennsylvania Association of Notaries

Kurt A. Josef
KURT A. JOSEF

03/17/09
Date

COMMONWEALTH OF PENNSYLVANIA)
)SS: 078-40-3705
COUNTY OF CHESTER)

On this 17th day of MARCH, year of 2009, before me personally came the above named Kurt A. Josef, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Lisa E. Obrecht
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa E. Obrecht, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 8, 2012
Member, Pennsylvania Association of Notaries

Lars J. S. Knutsen
LARS J. S. KNUITSEN

March 30, 2009
Date

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF CHESTER)

On this 30th day of March, year of 2009, before me personally came the above named Lars J. S. Knutsen, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Lisa E. Obrecht
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa E. Obrecht, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 8, 2012
Member, Pennsylvania Association of Notaries

Ming Tao

MING TAO

3/17/2009

Date

COMMONWEALTH OF PENNSYLVANIA)

)SS:

COUNTY OF CHESTER)

On this 17 day of March, year of 2009, before me personally came the above named Ming Tao, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Lisa E. Obrecht, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 8, 2012
Member, Pennsylvania Association of Notaries

Lisa E. Obrecht
Notary Public

Allison L. Zulli

ALLISON L. ZULLI

3/17/09

Date

COMMONWEALTH OF PENNSYLVANIA)

)SS:

COUNTY OF CHESTER)

On this 17th day of MARCH, year of 2009, before me personally came the above named Allison L. Zulli, known to me (or satisfactorily proven) to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Lisa E. Obrecht
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa E. Obrecht, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 8, 2012
Member, Pennsylvania Association of Notaries

ASSIGNMENT

WHEREAS I/we, **EDWARD R. BACON** of **AUDUBON, PENNSYLVANIA**; **THOMAS BAILEY** of **PHOENIXVILLE, PENNSYLVANIA**; **SANKAR CHATTERJEE** of **WYNNEWOOD, PENNSYLVANIA**; and **DEREK DUNN** of **COATESVILLE, PENNSYLVANIA**, have filed a patent application(s) in the United States, identified as Serial No. 11/881,001, filed July 25, 2007, entitled "**PYRIDIZINONE DERIVATIVES**"; 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 United States application, and under any and all Letters Patent which may be granted therefore, and all right title and interest in and to every patent application 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 United States application, 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 above-referenced patent application.

Signed at Audubon, PA, USA on this 3 day of May, 2010.
(City, State and Nation)

Signature: Edward R. Bacon
Edward R. BACON

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Thomas BAILEY

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Sankar CHATTERJEE

Docket No. CP409

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Derek DUNN

ASSIGNMENT

1. WHEREAS I/we, **EDWARD R. BACON** of **AUDUBON, PENNSYLVANIA**; **THOMAS BAILEY** of **PHOENIXVILLE, PENNSYLVANIA**; **SANKAR CHATTERJEE** of **WYNNEWOOD, PENNSYLVANIA**; and **DEREK DUNN** of **COATESVILLE, PENNSYLVANIA**, have filed a patent application(s) in the United States, identified as Serial No. 11/881,001, filed July 25, 2007, entitled **"PYRIDIZINONE DERIVATIVES"**; 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 United States application, and under any and all Letters Patent which may be granted therefore, and all right title and interest in and to every patent application 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 United States application, 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.

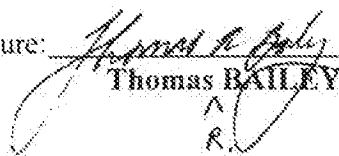
AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title 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 above-referenced patent application.

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Edward R. BACON

Signed at West Chester, PA, USA on this 29th day of April, 2010.
(City, State and Nation)

Signature:  _____
Thomas BAILEY

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Sankar CHATTERJEE

Docket No. CP409

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Derek DUNN

ASSIGNMENT

WHEREAS I/we, **EDWARD R. BACON** of **AUDUBON, PENNSYLVANIA**; **THOMAS BAILEY** of **PHOENIXVILLE, PENNSYLVANIA**; **SANKAR CHATTERJEE** of **WYNNEWOOD, PENNSYLVANIA**; and **DEREK DUNN** of **COATESVILLE, PENNSYLVANIA**, have filed a patent application(s) in the United States, identified as Serial No. 11/881,001, filed July 25, 2007, entitled "**PYRIDIZINONE DERIVATIVES**"; 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 United States application, and under any and all Letters Patent which may be granted therefore, and all right title and interest in and to every patent application 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 United States application, 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 above-referenced patent application.

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Edward R. BACON

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Thomas BAILEY

Signed at Wynnewood, PA, USA on this 29 day of April, 2010.
(City, State and Nation)

Signature: Sankar Chatterjee
Sankar CHATTERJEE

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Derek DUNN

ASSIGNMENT

WHEREAS I/we, **EDWARD R. BACON** of **AUDUBON, PENNSYLVANIA**; **THOMAS BAILEY** of **PHOENIXVILLE, PENNSYLVANIA**; **SANKAR CHATTERJEE** of **WYNNEWOOD, PENNSYLVANIA**; and **DEREK DUNN** of **COATESVILLE, PENNSYLVANIA**, have filed a patent application(s) in the United States, identified as Serial No. 11/881,001, filed July 25, 2007, entitled "**PYRIDIZINONE DERIVATIVES**"; 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 United States application, and under any and all Letters Patent which may be granted therefore, and all right title and interest in and to every patent application 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 United States application, 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 above-referenced patent application.

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Edward R. BACON

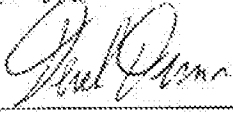
Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Thomas BAILEY

Signed at _____ on this _____ day of _____, 2010.
(City, State and Nation)

Signature: _____
Sankar CHATTERJEE

Signed at West Clark PA USA on this 25th day of April, 2010.
(City, State and Nation)

Signature: 
Derek DUNN