

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Sankar Chatterjee	12/06/2004
Mohamed Iqbal	12/09/2004
Patricia A. Messina McLaughlin	12/08/2004
<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>	13249738
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(610)727-7651
<b>Phone:</b>	(610) 727-6373
<b>Email:</b>	intprop@cehalon.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Cephalon, Inc.
<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>	CP321C US
<b>NAME OF SUBMITTER:</b>	/MB/

**CH \$40.00 13249738**

**Total Attachments: 4**

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ASSIGNMENT

WHEREAS, we Sankar Chatterjee, of 1375 Indian Creek Drive, Wynnewood, Pennsylvania 19096, Mohamed Iqbal, of 54 Grubb Road, Malvern, Pennsylvania 19355, and Patricia A. Messina McLaughlin of 22 Huntingdon Farm Drive, Glen Mills, Pennsylvania 19342, hereinafter referred to as the assignors, are joint inventors and/or contributors with Raffaella Bernardini of Via Nicosia 2, 56011 Calci, Italy, Alberto Bernareggi of Via Adige 25, 20049 Concorezzo(MI), Italy, Paolo G. Cassarà of Via Oslavia 25, 20052 Monza(Milano) Italy, Germano D'Arasmo of Via Alessandro Volta, 9, 20026, Novate Milanese, Italy, Sergio De Munari of Via Francesco Albani 55, 20148 Milano, Italy, Edmondo Ferretti of Via Circondario a Pontente 131, Lugo, Ravenna, Italy, Ernesto Menta of Via Francesco Baracca 7, 20063 Cernusco sul Naviglio, Italy, and Ambrogio Oliva, of Via Visconti, 27, I-21047 Saronno(VA), Italy, of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. 10/918,664, filed August 12, 2004, entitled "Proteasome Inhibitors and Methods of Using the Same"; and

WHEREAS, Cephalon, Inc. hereinafter referred to as the assignee, of 145 Brandywine Parkway, West Chester, Pennsylvania 19380, 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 to any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer 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 any 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.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

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

Dec. 6, 2004  
Date

Sankar Chatterjee (L.S.)  
Sankar CHATTERJEE

STATE OF Pennsylvania : SS  
COUNTY OF Chester :

On this 6th day of December, year of 2004, before me personally came the above named Sankar CHATTERJEE to me personally known and known to me 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.

Maureen K. Fitzpatrick  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Maureen K. Fitzpatrick, Notary Public  
West Goshen Twp., Chester County  
My Commission Expires Mar. 29, 2008  
Member, Pennsylvania Association of Notaries

DOCKET NO.: CEP0001-100/CP321

PATENT  
Joint Inventors/Contributors

12/9/04  
Date

Mohamed Iqbal (L.S.)  
Mohamed IQBAL

STATE OF Pennsylvania  
COUNTY OF Chester : SS

On this 9th day of December, year of 2004, before me personally came the above named **Mohamed IQBAL** to me personally known and known to me 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.

Maureen K. Fitzpatrick  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Maureen K. Fitzpatrick, Notary Public  
West Goshen Twp., Chester County  
My Commission Expires Mar. 29, 2008  
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DOCKET NO.: CEP0001-100/CP321

PATENT  
Joint Inventors/Contributors

08 December 2004  
Date

Patricia A. Messina McLaughlin (L.S.)  
Patricia A. Messina McLAUGHLIN

STATE OF Pennsylvania : SS  
COUNTY OF Chester :

On this 8th day of December, year of 2004, before me personally came the above named Patricia A. Messina McLAUGHLIN to me personally known and known to me 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.

Maureen K. Fitzpatrick  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Maureen K. Fitzpatrick, Notary Public  
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