

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Steven DINH	06/27/2011
Puchun LIU	03/01/2011
Ihor SHEVCHUK	09/28/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Emisphere Technologies, Inc.
<b>Street Address:</b>	240 Cedar Knolls
<b>City:</b>	Cedar Knolls
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07927
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12300090
<b>PCT Number:</b>	US0767996
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(917)332-3773
<b>Phone:</b>	212-885-5000
<b>Email:</b>	jyeddo@blankrome.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>	Blank Rome LLP
<b>Address Line 1:</b>	The Chrysler Building
<b>Address Line 2:</b>	405 Lexington Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10174
<b>ATTORNEY DOCKET NUMBER:</b>	134387.17602
<b>NAME OF SUBMITTER:</b>	Judy Yeddo

CH \$80.00 12300090

**501747740**

**PATENT**  
**REEL: 027338 FRAME: 0683**

**Total Attachments: 10**

source=Executed\_Assignment#page1.tif  
source=Executed\_Assignment#page2.tif  
source=Executed\_Assignment#page3.tif  
source=Executed\_Assignment#page4.tif  
source=Executed\_Assignment#page5.tif  
source=Executed\_Assignment#page6.tif  
source=Executed\_Assignment#page7.tif  
source=Executed\_Assignment#page8.tif  
source=Executed\_Assignment#page9.tif  
source=RecordationCoverSheet#page1.tif

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT** by Steven DINH; Puchun LIU; and Ihor SHEVCHUK (hereinafter referred to as Assignors), residing at 111 Ridgecrest Road, Briarcliff Manor, New York 10510; 20 Breckenridge Road, Chappaqua, New York 10514; and 11 Shelbourne Avenue, Yonkers, NY 10710, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in TOPICAL ADMINISTRATION OF ACYCLOVIR, set forth in U.S. Patent Application No. 12/300,090 filed on November 7, 2008, International Application No. PCT/US07/67996, filed on May 2, 2007, and U.S. Provisional Application No. 60/799,294, filed on May 9, 2006 (hereafter referred to as the Patent Applications); and

**WHEREAS**, Emisphere Technologies, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 240 Cedar Knolls, Cedar Knolls, New Jersey 07927 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and the Patent Application for Letters Patent of the United States and of any other country in the world, and in and to any Letters Patent of the United States and of any other country in the world to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Patent Applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent **in the United States and all foreign countries throughout the world** which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be

granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the Patent Applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent Applications for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

BLANK ROME LLP

Jay P. Lessler, 41,151

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Steven Dinh

Date: 3/1/2011

Signature:   
Puchun Liu

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Ihor Shevchuk

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT** by Steven DINH; Puchun LIU; and Ihor SHEVCHUK (hereinafter referred to as Assignors), residing at 111 Ridgecrest Road, Briarcliff Manor, New York 10510; 20 Breckenridge Road, Chappaqua, New York 10514; and 11 Shelburne Avenue, Yonkers, NY 10710, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in TOPICAL ADMINISTRATION OF ACYCLOVIR, set forth in U.S. Patent Application No. 12/300,090 filed on November 7, 2008, International Application No. PCT/US07/67996, filed on May 2, 2007, and U.S. Provisional Application No. 60/799,294, filed on May 9, 2006 (hereafter referred to as the Patent Applications); and

**WHEREAS**, Emisphere Technologies, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 240 Cedar Knolls, Cedar Knolls, New Jersey 07927 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and the Patent Application for Letters Patent of the United States and of any other country in the world, and in and to any Letters Patent of the United States and of any other country in the world to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Patent Applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries throughout the world which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be

granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the Patent Applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent Applications for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

BLANK ROME LLP

Jay P. Lessler, 41,151

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 6/27/2011

Signature:   
Steven Dinh

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Puchun Liu

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Ihor Shevchuk



## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT** by Steven DINH; Puchun LIU; and Ihor SHEVCHUK (hereinafter referred to as Assignors), residing at 111 Ridgecrest Road, Briarcliff Manor, New York 10510; 20 Breckenridge Road, Chappaqua, New York 10514; and 11 Shelburne Avenue, Yonkers, NY 10710, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in TOPICAL ADMINISTRATION OF ACYCLOVIR, set forth in U.S. Patent Application No. 12/300,090 filed on November 7, 2008, International Application No. PCT/US07/67996, filed on May 2, 2007, and U.S. Provisional Application No. 60/799,294, filed on May 9, 2006 (hereafter referred to as the Patent Applications); and

**WHEREAS**, Emisphere Technologies, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 240 Cedar Knolls, Cedar Knolls, New Jersey 07927 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and the Patent Application for Letters Patent of the United States and of any other country in the world, and in and to any Letters Patent of the United States and of any other country in the world to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Patent Applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent **in the United States and all foreign countries throughout the world** which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be

granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the Patent Applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent Applications for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

BLANK ROME LLP

Jay P. Lessler, 41,151

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Steven Dinh

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Puchun Liu

Date: SEP/28/2011

Signature:   
Ihor Shevchuk

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Steven DINH (6/27/2011),  
Puchun LIU (3/01/2011), and Ihor SHEVCHUK  
(9/28/2011)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Name: Emisphere Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

240 Cedar Knolls

City: Cedar Knolls

State: New Jersey

Country: United States of America Zip: 07927

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

**4. Application or patent number(s):**

A. Patent Application No.(s)

12/300,090  
PCT/US07/67996

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jay P. Lessler  
BLANK ROME LLP

Internal Address: Atty. Dkt.: 134387.17602

Street Address: The Chrysler Building  
405 Lexington Ave.

City: New York

State: NY Zip: 10174-0208

Phone Number: (212) 885-5000

Fax Number: (212) 885-5001

Email Address: Lessler@blankrome.com

**6. Total number of applications and patents involved:**

2

**7. Total fee** (37 CFR 1.21(h) & 3.41) \$ 80.00

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 02-2555

Authorized User Name Jay P. Lessler

**9. Signature:**

/Jay P. Lessler/

Signature

December 7, 2011

Date

Jay P. Lessler - 41,151

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10