

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VERUS PHARMACEUTICALS, INC.	03/12/2008
RECEIVING PARTY DATA	
Name:	SCIELE PHARMA, INC.
Street Address:	FIVE CONCOURSE PKWY
Internal Address:	SUITE 1800
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5540664
CORRESPONDENCE DATA	
Fax Number:	(703)997-4905
Phone:	(703) 917-0000
Email:	KRIS@MH2LAW.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	MH2 TECHNOLOGY LAW GROUP
Address Line 1:	1951 KIDWELL DRIVE, SUITE 550
Address Line 4:	TYSONS CORNER, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	0134.0000
NAME OF SUBMITTER:	Timothy B. Donaldson
Total Attachments: 11 source=5540664 ASSIGNMENT#page1.tif source=5540664 ASSIGNMENT#page2.tif source=5540664 ASSIGNMENT#page3.tif	

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ASSIGNMENT OF PRODUCT INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF PRODUCT INTELLECTUAL PROPERTY (this "Agreement") is entered into as of March 12, 2008 (the "Effective Date") by and between Verus Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), and Sciele Pharma, Inc., a Delaware corporation, ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, the Parties have entered into a Purchase Agreement of even date herewith (the "Purchase Agreement") for the purchase by Assignee of certain assets owned, leased or licensed by Assignor and referred to in the Purchase Agreement, including, without limitation, the Product Intellectual Property. Exhibit A sets forth a schedule of all registered Intellectual Property comprising the Product Intellectual Property (the "Registered Intellectual Property"); and

WHEREAS, as part of the performance of its duties under the Purchase Agreement to assign to Assignee the Product Intellectual Property, Assignor has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Purchase Agreement and herein, the purchase price paid by Assignee under the Purchase Agreement and for other good and valuable consideration the receipt and adequacy of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Assignment and Assumption. In furtherance of its duties under the Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Product Intellectual Property, and Assignee hereby accepts such assignment.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to transfer or assign any Product Intellectual Property, or any claim, right or benefit arising under or resulting from any such Product Intellectual Property, if a transfer or an assignment, or attempted transfer or assignment, of the same without the consent of a third party would constitute a breach or other contravention of the rights of such third party; provided, that, (i) consent therefor is not a Required Consent under the Purchase Agreement, (ii) such third party rights are clearly identified on Schedule 4.3(e) of the Purchase Agreement, and (iii) Seller complies with the requirements of Section 2.5 of the Purchase Agreement. If any assignment of any such Product Intellectual Property by the Assignor to Assignee of, or any assumption by Assignee of, any interest, Liability or contractual obligation under, any such Product Intellectual Property requires any such consent or approval, then such assignment or assumption shall be made subject to such consent or approval being obtained and, after receipt of such consent or approval, such assignment and assumption shall be deemed to have been effected in accordance with the terms of this Agreement.

2. Further Actions. Each of the Parties hereto covenants and agrees, each at their own expense, to do, execute, acknowledge and deliver, at the request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Agreement.

3. Authorizations. The Assignor authorizes and requests the Commissioner of the PTO and any other official throughout the world whose duty is to register and record ownership of patents, trademark registrations and applications therefor, and the Register of Copyrights of the United States

Copyright Office or any other official throughout the world whose duty is to register and record ownership of copyrights, copyright registrations or applications therefor, to record the Assignee as the owner of the Registered Intellectual Property.

4. Severability. Should any part of this Agreement for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity the provision declared invalid shall not be invalidated in its entirety, but shall be observed and performed by the parties to the extent such provision is valid and enforceable.

5. Counterparts. This Agreement may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party.

6. Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

7. Governing Law. This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by the law of the State of New York, without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York.

8. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Assignor:

VERUS PHARMACEUTICALS, INC.

By: Robert W. Keith
Robert W. Keith
President and Chief Executive Officer

Assignee:

SCIELE PHARMA, INC.

By: _____
Patrick P. Fourteau
Chief Executive Officer

(Signature Page to Assignment of Product Intellectual Property)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Assignor:

VERUS PHARMACEUTICALS, INC.

By: _____
Robert W. Keith
President and Chief Executive Officer

Assignee:

SCIELE PHARMA, INC.

By: Patrick P. Fourteau
Patrick P. Fourteau
Chief Executive Officer

(Signature Page to Assignment of Product Intellectual Property)

EXHIBIT A
INTELLECTUAL PROPERTY

Product Marks

No.	MARK	COUNTRY	APP. NO./ DATE	REG. NO. / DATE	STATUS
1	ADRENAMATE	US	77282435 08/18/07		PENDING
2	ADRENAMATE	Canada	1,379,772 01/18/08		PENDING
3	ADRENAMATE	Europe (Madrid Protocol)	A0011033 01/18/08		PENDING
4	ADRENAMATE	Mexico Class 5	907504 01/18/08		PENDING
5	ADRENAMATE	Mexico Class 10	907505 01/18/08		PENDING
6	ADRENOMATE	US	77239951 07/26/07		PENDING
7	ADRENOMATE	Canada	1,379,766 01/18/08		PENDING
8	ADRENOMATE	Europe (Madrid Protocol)	A0011031 01/18/08		PENDING
9	ADRENOMATE	Mexico Class 5	907501 01/18/08		PENDING
10	ADRENOMATE	Mexico Class 10	907501 01/18/08		PENDING
11	ANAKIT	US	73776261 01/23/89	1564139 11/7/89	REGISTERED
12	ANAKIT	Canada	1,382,232 02/06/08		PENDING
13	ANAKIT (STYLICIZED)	Canada		TMA225641 01/27/78	REGISTERED BUT WILL GO ABANDONED
14	ANA-GUARD	US	74045438 04/03/90	1643320 05/07/91	REGISTERED

No.	MARK	COUNTRY	APP. NO./ DATE	REG. NO. / DATE	STATUS
32	AZURA	U.S.	78607034 04/12/05		ABANDONED
33	DUAL DOSE	U.S.	78771674 12/12/05		ABANDONED
34	DUAL DOSE	JAPAN (MADRID)	06/09/06	889888	CANCELLED
35	DUAL DOSE	EUROPE (MADRID)	06/09/06	889898	REJECTED
36	DUAL MODE	U.S.	78771675 12/12/05		ABANDONED
37	DUAL MODE	EUROPE (MADRID)	06/09/06	888993	UNDERLYING U.S. APPLICATION ABANDONED
38	DUAL MODE	JAPAN (MADRID)	06/09/06	888993	CANCELLED
39	DUODOSE	U.S.	78124880 04/29/02		ABANDONED
40	DUALDOSEJR	U.S.	78124882 04/29/02		ABANDONED
41	SPROUT	U.S.	78607023 04/12/05		ABANDONED
42	THINK TWICE	U.S.	78602365 12/01/05		ABANDONED
43	THINK TWICE	CANADA	1282842 12/01/05		ABANDONED
44	TWICE THE CONFIDENCE	U.S.	78771676 12/12/05		ABANDONED
45	TWICE THE CONFIDENCE	JAPAN (MADRID)	889899 06/09/06		UNDERLYING US APPLICATION ABANDONED
46	TWICE THE CONFIDENCE	EUROPE (MADRID)	889899		UNDERLYING US APPLICATION ABANDONED
47	TWINDOSEJR	U.S.	78124887 04/09/02		ABANDONED
48	TWINJECT PD	U.S.	76311697 09/12/01		ABANDONED
49	TWINJECTJR	U.S.	78124892 04/09/29		ABANDONED
50	WRAPLABEL	JAPAN (MADRID)	886576 05/26/06		UNDERLYING US APPLICATION ABANDONED
51	WRAPLABEL	EUROPE (MADRID)	886576 05/26/06		REJECTED
52	WRAPLABEL	U.S.	78764403 12/01/05		ABANDONED

Patents

Product Patent Rights

1. Owned Patents and Patent Applications

Patent No./Application No.	Filing Date	Title
PCT US2006/030925*	4 August 2006	Label for a Pharmaceutical Container
US App. Ser. No. 11/196,933	4 August 2005	Label for a Pharmaceutical Container
US Prov. App. No. 60/743,381*	28 February 2006	Epinephrine Dosing Regimens
US App. Ser. No. 11/680,533	28 February 2007	Epinephrine Dosing Regimens
PCT US2007/003369	28 February 2007	Epinephrine Dosing Regimens
TW 096106881	28 February 2007	Epinephrine Dosing Regimens
US Prov. App. No. 60/743,379*	28 February 2006	Shock Absorber for Automatic Injector
US App. Ser. No. 11/680,374	28 February 2007	Shock Absorber for Automatic Injector
PCT US2007/003367	28 February 2007	Shock Absorber for Automatic Injector
TW 096106883	28 February 2007	Shock Absorber for Automatic Injector
PCT US2007/070458	5 June 2007	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
PCT US2007/070459	5 June 2007	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
US App. Ser. No. 11/758,664	5 June 2007	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
US App. Ser. No. 11/758,668	5 June 2007	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
US Prov. App. No. 60/803,975*	5 June 2006	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
US Prov. App. No. 60/803,968*	5 June 2006	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies

* Expired PCT Application

* Expired US Provisional Application

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TW 096120252	5 June 2007	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
TW 096120250	5 June 2007	Methods for Buccal, Lingual or Sublingual Dosing Regimens of Epinephrine for the Treatment of Allergic Emergencies
US Prov. App. No. 60/807,181*	5 June 2007	Epinephrine Dosing Regimens Comprising Buccal, Lingual or Sublingual and Injectable Dosage Forms
PCT US2007/070460	5 June 2007	Epinephrine Dosing Regimens Comprising Buccal, Lingual or Sublingual and Injectable Dosage Forms
US App. Ser. No. 11/810,697	5 June 2007	Epinephrine Dosing Regimens Comprising Buccal, Lingual or Sublingual and Injectable Dosage Forms
TW 096120248	5 June 2007	Epinephrine Dosing Regimens Comprising Buccal, Lingual or Sublingual and Injectable Dosage Forms

2. Licensed Patents and Patent Applications

Patent No./Application No.	Filing Date	Title
US App. Ser. No. 11/381,989	5 May 2006	Method and Apparatus for Delivering Epinephrine
US App. Ser. No. 11/175,543 ¹	6 July 2005	Method and Apparatus for Delivering Epinephrine
US App. Ser. No. 11/955,225	12 December 2007	Method and Apparatus for Delivering Epinephrine
US App. Ser. No. 11/276,460	28 February 2006	Method and Apparatus for Delivering Epinephrine
PCT US2005/044159 ⁺	6 December 2005	Method and Apparatus for Delivering Epinephrine
PCT US2006/007097 ⁺	28 February 2006	Method and Apparatus for Delivering Epinephrine
TW 095124671	6 July 2006	Method and Apparatus for Delivering Epinephrine
EP 05853152.6	22 November 2005	Method and Apparatus for Delivering Epinephrine
EP 06736417.4	28 February 2006	Method and Apparatus for Delivering Epinephrine
NO 20073489	6 December 2005	Method and Apparatus for Delivering Epinephrine
NO (not yet assigned)	28 February 2006	Method and Apparatus for Delivering Epinephrine
CA 2,585,707	6 December 2005	Method and Apparatus for Delivering Epinephrine
AU 2005314174	28 February 2006	Method and Apparatus for Delivering Epinephrine
JP 2007-544621	6 December 2005	Method and Apparatus for Delivering Epinephrine
MX a/2007/006251	6 December 2005	Method and Apparatus for Delivering Epinephrine
RU 2007125259	6 December 2005	Method and Apparatus for Delivering Epinephrine
RU 2008103666	6 December 2005	Method and Apparatus for Delivering Epinephrine
ZA 2007/04515	28 February 2006	Method and Apparatus for Delivering Epinephrine
	6 December 2005	Method and Apparatus for Delivering Epinephrine

¹ Response to final office action and notice of appeal due March 13, 2008. Seller will file continuation application before this due date and abandon US Appl. No. 11/175,543.

⁺ Expired PCT Application

Patent No./Application No.	Filing Date	Title
ZA (not yet assigned)	28 February 2006	Method and Apparatus for Delivering Epinephrine
BY a20070849	6 December 2005	Method and Apparatus for Delivering Epinephrine
BR P10518460-6	6 December 2005	Method and Apparatus for Delivering Epinephrine
CN 200580041474.X	6 December 2005	Method and Apparatus for Delivering Epinephrine
IN 3192/DELNP/2007	6 December 2005	Method and Apparatus for Delivering Epinephrine
NZ 554825	6 December 2005	Method and Apparatus for Delivering Epinephrine
SM-AP-200700024	6 December 2005	Method and Apparatus for Delivering Epinephrine
US App. Ser. No. 11/199,596	8 August 2005	Medicine Injection Devices and Methods
US Patent No. 7,297,136/US App. Ser. No. 11/006,382	6 December 2004	Medicine Injection Devices and Methods
US App. Ser. No. 11/982,397	31 October 2007	Medicine Injection Devices and Methods
PCT US2005/044190*	6 December 2005	Medicine Injection Devices and Methods
PCT US2005/043309*	22 November 2005	Medicine Injection Devices and Methods
EP 05852527.0	22 November 2005	Medicine Injection Devices and Methods
TW 095128946	7 August 2006	Medicine Injection Devices and Methods
TW 094131817	15 September 2005	Medicine Injection Devices and Methods
NZ 554828	22 November 2005	Medicine Injection Devices and Methods
SM-AP-200700023	6 December 2005	Medicine Injection Devices and Methods
NO 20073488	22 November 2005	Medicine Injection Devices and Methods
JP 2007-544462	22 November 2005	Medicine Injection Devices and Methods
IN 3191/DELNP/2007	22 November 2005	Medicine Injection Devices and Methods
CN 20050041467.X	22 November 2005	Medicine Injection Devices and Methods
ZA 2007/04516	22 November 2005	Medicine Injection Devices and Methods
BR P10518415-0	22 November 2005	Medicine Injection Devices and Methods
BY a200270850	22 November 2005	Medicine Injection Devices and Methods
AU 2005314401	22 November 2005	Medicine Injection Devices and Methods
CA 2,589,899	22 November 2005	Medicine Injection Devices and Methods
RU 2007124153	6 December 2005	Medicine Injection Devices and Methods
MX a/2007/006250	22 November 2005	Medicine Injection Devices and Methods
PCT US94/05949*	22 November 2005	Medicine Injection Devices and Methods
US Patent No. 5,358,489/US App Ser. No. 08/068,644	22 November 2007	Medicine Injection Devices and Methods
US Patent No. 5,540,664/US App.	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
	27 May 1993	Reloadable Automatic or Manual Emergency Injection System
	16 May 1994	Automatic or Manual Emergency Injection System

* Expired PCT Application

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Patent No./Application No. Ser. No. 08/243,641	Filing Date	Title
US Patent No. 5,833,669/US App. Ser. No. 08/491,041	16 June 1995	Medicine Injection Syringe Constructions
US Patent No. 5,665,071/US App. Ser. No. 08/670,630	26 June 1996	Reloadable Automatic or Manual Emergency Injection System

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Patent No./Application No.	Filing Date	Title
US Patent No. 5,695,472/US App. Ser. No. 08/687,508	30 July 1996	Modular Automatic or Manual Emergency Medicine Injection System
EP 0700307/EP 94919255.3	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
GB 0700307 -- validated EP patent	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
FR 0700307 -- validated EP patent	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
ES 2173117I -- validated EP patent	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
PT 0700307 -- validated EP patent	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
DE 69429918T2 -- validated EP patent	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
IT 0700307 -- validated EP patent	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
PL 176380B/PL 311579	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
CA Patent 2,163,005	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
AU 683901B/AU 19940070462	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
RU 2131748C1/RU 95122674-14	26 May 1994	Reloadable Automatic or Manual Emergency Injection System
PCT/CA2006/001472 ^{**}	8 September 2006	Reloadable Automatic or Manual Emergency Injection System
PCT/CA2008/000197 ^{**}	31 January 2008	Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration
US App. Ser. No. 11/530,360 ^{**}	8 September 2006	Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration
US App. Ser. No. 11/672,503 ^{**}	7 February 2007	Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration
US Prov. App. No. 60/715,180 ^{**}	9 September 2005	Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration
US Prov. App. No. 60/759,039 ^{**}	17 January 2006	Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration
TW 095133388 ^{**}	8 September 2006	Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration

² Per December 12, 2004 Agreement between Verus and WBC, Verus has the option to acquire rights to U.S. Patent No. 5,695,742; Verus has not exercised that option.

³ PCT Application No. PCT/CA2006/001472 will expire on April 9, 2008

⁴ Status of "Fast-Disintegrating Epinephrine Tablets for Buccal or Sublingual Administration" patent applications to be determined pursuant to agreement with University of Manitoba (see Correspondence dated February 15, 2008 and February 20, 2008 from A. Simpson to O. Bres)

⁵ Expired US Provisional Application