

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MERCK SHARP & DOHME CORP.	04/30/2013
RECEIVING PARTY DATA	
Name:	CARDIOME DEVELOPMENT AG
Street Address:	CHAMERSTRASSE 176
Internal Address:	6300 ZUG
City:	ZUG
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13817274
PCT Number:	US2011046885
CORRESPONDENCE DATA	
Fax Number:	(732)594-4720
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	US_efs@merck.com
Correspondent Name:	MERCK SHARP & DOHME CORP.
Address Line 1:	126 EAST LINCOLN AVENUE
Address Line 2:	RY86-2011A
Address Line 4:	RAHWAY, NEW JERSEY 07065-0900
ATTORNEY DOCKET NUMBER:	MRL-ACV-00034
NAME OF SUBMITTER:	DIANNE PECORARO
Signature:	/Dianne Pecoraro, Reg. No. 42,068/
Date:	10/04/2013

CH \$80.00 13817274

Total Attachments: 5

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AGREEMENT AND ASSIGNMENT OF PATENT RIGHTS

This Agreement is between **Merck Sharp & Dohme Corp.** (hereinafter referred to as ASSIGNOR), having a place of business at 126 East Lincoln Avenue, Rahway, New Jersey, 07065, United States and **Cardiome Development AG** (hereinafter referred to as ASSIGNEE), having a place of business at Chamerstrasse 176, 6300 Zug, Switzerland;

WHEREAS ASSIGNOR is the assignee of record of the inventions and patent rights described and claimed in the patents and patent applications listed in Schedule A attached hereto ("Patent Rights") and wishes to discontinue prosecution and maintenance of these Patent Rights;

WHEREAS ASSIGNEE is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to the Patent Rights, and to any letters patents that may be granted therefor and to take responsibility for the prosecution and maintenance of the Patent Rights.

NOW, THEREFORE, in exchange for 250 Euros and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby assigns to ASSIGNEE ASSIGNOR'S entire right, title and interest in and to said Patent Rights, and to any counterpart applications or patents, and to any improvements, reissues, extensions, divisionals, continuations and continuations-in-part that may be made or granted thereon, including any and all causes of action, rights, and remedies arising under the assigned Patent Rights, including the right to recover for past infringement of said Patent Rights; and ASSIGNEE hereby accepts the transfer of said Patent Rights.

2. ASSIGNOR authorizes and empowers ASSIGNEE or its nominees to invoke and claim for the Assigned Patent Rights any and all other form of protection, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR.

3. ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose, and more particularly but without limitation in proof of the right of ASSIGNEE or its nominees to claim the aforesaid

benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. ASSIGNOR hereby authorizes the respective officials whose duty it is to issue patent rights or other forms of industrial property protection to issue to or as requested by ASSIGNEE, in accordance with the terms of this Patent Assignment, the Assigned Patent Rights, and to issue any and all letters patent rights resulting from the Assigned Patent Rights and from any and all reissues, re-examinations, divisions, continuations, renewals, extensions, continuations-in-part, revisions, and foreign counterparts thereof, such that all letters patent and other patent rights resulting from the Assigned Patent Rights, and any worldly rights not expressly referenced herein on the inventions, vest in and accrue to ASSIGNEE.

5. At the request of ASSIGNEE, ASSIGNOR agrees to execute and deliver all necessary documents, papers, instruments and assignments, and to perform any other reasonable acts ASSIGNEE may require, in order to vest in ASSIGNEE all of ASSIGNOR's rights, titles, and interests in and to the Assigned Patent Rights.

6. ASSIGNEE agrees to be responsible for all costs, fees and expenses associated with these Patent Rights incurred on or after March 1, 2013. ASSIGNEE agrees to reimburse ASSIGNOR for the costs, fees and expenses associated with the national phase filing of the patent applications listed on Schedule A as "Process for Preparing Aminocyclohexyl Ether Compounds".

Cardiome Development AG

6/18/13
Date

By: (Signature)
Print Name: DAVID D. McMASTERS
Title: DIRECTOR

Date: 26/6/2013

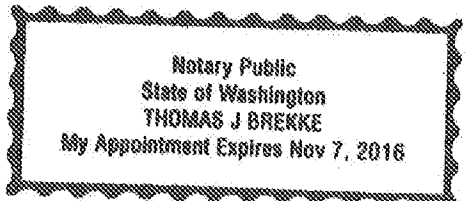
By: (Signature)
Name: THOMAS SCHMID
Title: DIRECTOR

Province of British Columbia)
County of Canada)

ss.

I certify that I know or have satisfactory evidence that David D. McMaster is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 6/18/2013
Signature of Notary Public (Signature)
Printed Name Thomas Brekke
My appointment expires 11/7/2016



Schedule A

I. Application Title: Process for Preparing Aminocyclohexyl Ether Compounds

Country	Patent/Application Number	Filing Date	Grant Date
Canada	PCT/US11/046885	08-August-2011	n/a
Europe	11818552.9	08-August-2011	n/a
United States	13/817274	08-August-2011	n/a

II. Application Title: Controlled Release Oral Formulations of Ion Channel Modulating Compounds and Related Methods for Preventing Arrhythmia

Country	Patent/Application Number	Filing Date	Grant Date
Australia	2008247508	02-May-08	n/a
Europe	08755034.9	02-May-08	n/a
Europe	12001278.6	02-May-08	n/a
Europe	12001273.7	02-May-08	n/a