

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2585437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARCHIMEDES DEVELOPMENT LTD.	07/29/2013
RECEIVING PARTY DATA	
Name:	DEPOMED, INC.
Street Address:	7999 GATEWAY BOULEVARD
Internal Address:	SUITE 300
City:	NEWARK
State/Country:	CALIFORNIA
Postal Code:	94560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6432440
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MCDERMOTT WILL & EMERY LLP
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Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	082221-0541
NAME OF SUBMITTER:	SUSAN L. HARLOCKER
Signature:	/Susan L. Harlocker/

Date:

10/21/2013

Total Attachments: 5

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Patent Assignment"), dated as of July 29, 2013, is made by and between **Archimedes Development Ltd.**, a company registered under the laws of England and Wales, also known as Archimedes Development Limited ("Archimedes Development"), and **Depomed, Inc.**, a California corporation ("Depomed"). Each of Archimedes Development and **Archimedes Pharma US Inc.**, a Delaware corporation ("Seller") is a wholly owned subsidiary of **Archimedes Pharma Ltd.**, a company registered under the laws of England and Wales ("Parent"). Each of Seller, Parent and Archimedes Development is sometimes individually referred to herein as a "Seller Party" and are sometimes collectively referred to herein as the "Seller Parties". Each Seller Party and Depomed is sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties". Capitalized terms not otherwise defined in the text of this Agreement shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Depomed and the Seller Parties have entered into an Asset Purchase Agreement, dated as of July 29, 2013 (the "Asset Purchase Agreement");

WHEREAS, Archimedes Development is the owner of all right, title, and interest in and to the applicable patents and patent applications listed in Exhibit A (the "Purchased Patents"), including, but not limited to, the right to recover damages for past, present or future infringement of the Purchased Patents;

WHEREAS, pursuant to the Asset Purchase Agreement, the parties have agreed that Depomed will acquire all right, title and interest in and to the Purchased Patents from Archimedes Development; and

WHEREAS, it is a condition precedent to the Closing that Archimedes Development and Depomed execute and deliver this Patent Assignment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Archimedes Development and Depomed agree as follows:

1. Subject to the terms of the Asset Purchase Agreement, effective as of the Closing, Archimedes Development does hereby irrevocably sell, assign, convey, transfer deliver unto Depomed, its successors, assigns and nominees, free and clear of any and all Liens other than Permitted Liens, the entire right, title and interest in, to and under the Purchased Patents, all inventions and improvements disclosed in the Purchased Patents, all applications, all divisionals, continuations, continuations in part, priority applications, reissues, reexaminations and renewals thereof, all patents which may be filed, issued or granted therefrom and all reissues or extensions of such patents, and the right and standing to sue for and recover damages for any past, present or future infringement of the Purchased Patents, and to have and to hold the same, for the full

duration of all such rights, as fully and entirely as the same would have been held by Archimedes Development had this Patent Assignment and transfer not been made.

2. Archimedes Development does hereby authorize and request the Commissioner of Patents and Trademarks or the Canadian Commissioner of Patents to issue any and all United States Patents to issue on all patent applications within the Purchased Patents to Depomed as the assignee of the entire right, title and interest in and to the same, for the use of Depomed, its successors and assigns.

3. Archimedes Development agrees that Depomed shall have the right to register and record its rights in the Purchased Patents, in Depomed's name, in the United States Patent and Trademark Office or in the Canadian Intellectual Property Office.

4. Archimedes Development hereby appoints Depomed as Archimedes Development's true and lawful attorney in fact for the sole purpose of this Patent Assignment, with full power of substitution in Archimedes Development's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Depomed or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Purchased Patents that may have accrued in Archimedes Development's favor from the respective date of first creation of any of the Purchased Patents to the date of this Patent Assignment. Archimedes Development hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. This Patent Assignment shall be binding upon and inure to the benefit of Archimedes Development and its respective successors and assigns.

6. This Agreement (and all disputes arising out of it including non-contractual disputes) shall be governed by and interpreted in accordance with the substantive laws of the State of New York, without regard to the choice of Law or conflict of Law provisions or rules thereof.

7. This Patent Assignment may not be amended, supplemented or modified except by an instrument in writing signed on behalf of Archimedes Development and Depomed. No waiver of any provision of this Patent Assignment shall be valid unless the waiver is in writing and signed by the waiving Party.

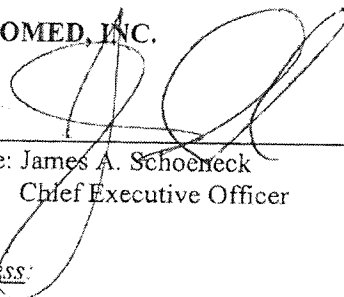
8. If any term or other provision of this Patent Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Patent Assignment shall remain in full force and effect. Upon such determination, Archimedes Development and Depomed shall negotiate in good faith to modify this Patent Assignment so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable Law.

9. Nothing in this Patent Assignment shall be construed to be a modification of, or limitation on, any provision of the Asset Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Patent Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be duly executed as of the date first written above.

DEPOMED, INC.

By: 
Name: James A. Schoeneck
Title: Chief Executive Officer

Address:

7999 Gateway Blvd., Suite 300
Newark, California 94560
Attention: Legal Department
Facsimile: (510) 744-8001

ARCHIMEDES DEVELOPMENT LTD.

By: _____
Name: Nicholas G. Rothwell
Title: EVP – Global Supply

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Albert Einstein Centre
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EXHIBIT A TO PATENT ASSIGNMENT

Purchased Patents

U.S. Patents and Patent Applications

U.S. Patent 6,432,440 – entitled “Pectin compositions and methods of use for improved delivery of drugs to mucosal surfaces”

US Patent 8,216,604 – entitled “Method of Managing or Treating Pain”

US pending application no. 13/541,314, filed July 3, 2012, (published as US2012/0277267) – entitled “Method of Managing or Treating Pain”

US pending application no. 13/541,325, filed July 3, 2012, (published as US2012/0270903) – entitled “Intranasal Spray Device Containing Pharmaceutical Composition”