

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2801401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GÉRARD SOULA	11/15/1990

RECEIVING PARTY DATA

Name:	FLAMEL TECHNOLOGIES
Street Address:	33 AVENUE DU DOCTEUR GEORGES LEVY
Internal Address:	PARC CLUB DU MOULIN À VENT
City:	VENISSIEUX
State/Country:	FRANCE
Postal Code:	69200

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11651577

CORRESPONDENCE DATA

Fax Number: (202)457-8315
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2024576000
Email: bdonovan@pattonboggs.com
Correspondent Name: PATTON BOGGS LLP
Address Line 1: 2550 M STREET NW
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	022290.0163N1US
NAME OF SUBMITTER:	SCOTT A.M. CHAMBERS
SIGNATURE:	/Scott A.M. Chambers/
DATE SIGNED:	04/04/2014

Total Attachments: 44

source=0163N1US_AssignmentCoverSheet#page1.tif
source=0163N1US_AssignmentCoverSheet#page2.tif
source=0163N1US_AssignmentCoverSheet#page3.tif
source=0163N1US_AssignmentCoverSheet#page4.tif
source=0163N1US_AssignmentCoverSheet#page5.tif
source=0163N1US_AssignmentCoverSheet#page6.tif

PATENT

source=0163N1US_AssignmentCoverSheet#page7.tif
source=0163N1US_AssignmentCoverSheet#page8.tif
source=0163N1US_AssignmentCoverSheet#page9.tif
source=0163N1US_AssignmentCoverSheet#page10.tif
source=0163N1US_AssignmentCoverSheet#page11.tif
source=0163N1US_AssignmentCoverSheet#page12.tif
source=0163N1US_AssignmentCoverSheet#page13.tif
source=0163N1US_AssignmentCoverSheet#page14.tif
source=0163N1US_AssignmentCoverSheet#page15.tif
source=0163N1US_AssignmentCoverSheet#page16.tif
source=0163N1US_AssignmentCoverSheet#page17.tif
source=0163N1US_AssignmentCoverSheet#page18.tif
source=0163N1US_AssignmentCoverSheet#page19.tif
source=0163N1US_AssignmentCoverSheet#page20.tif
source=0163N1US_AssignmentCoverSheet#page21.tif
source=0163N1US_AssignmentCoverSheet#page22.tif
source=0163N1US_AssignmentCoverSheet#page23.tif
source=0163N1US_AssignmentCoverSheet#page24.tif
source=0163N1US_AssignmentCoverSheet#page25.tif
source=0163N1US_AssignmentCoverSheet#page26.tif
source=0163N1US_AssignmentCoverSheet#page27.tif
source=0163N1US_AssignmentCoverSheet#page28.tif
source=0163N1US_AssignmentCoverSheet#page29.tif
source=0163N1US_AssignmentCoverSheet#page30.tif
source=0163N1US_AssignmentCoverSheet#page31.tif
source=0163N1US_AssignmentCoverSheet#page32.tif
source=0163N1US_AssignmentCoverSheet#page33.tif
source=0163N1US_AssignmentCoverSheet#page34.tif
source=0163N1US_AssignmentCoverSheet#page35.tif
source=0163N1US_AssignmentCoverSheet#page36.tif
source=0163N1US_AssignmentCoverSheet#page37.tif
source=0163N1US_AssignmentCoverSheet#page38.tif
source=0163N1US_AssignmentCoverSheet#page39.tif
source=0163N1US_AssignmentCoverSheet#page40.tif
source=0163N1US_AssignmentCoverSheet#page41.tif
source=0163N1US_AssignmentCoverSheet#page42.tif
source=0163N1US_AssignmentCoverSheet#page43.tif
source=0163N1US_AssignmentCoverSheet#page44.tif

Docket No.: 022290.0163N1US
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Florence Guimberteau et al.

Application No.: 11/651,577

Confirmation No.: 2259

Filed: January 10, 2007

Art Unit: 1618

For: ORAL DOSAGE FORM COMPRISING AN
ANTIMISUSE SYSTEM

Examiner: P. W. Dickinson

COVER LETTER FOR ASSIGNMENT SUBMISSION

Assignment Branch
U.S. Patent and Trademark Office
Randolph Building
401 Dulany Street
Alexandria, Virginia 22314

Dear Madam:

Please find attached an assignment document for the above-identified case. The attached includes the assignment of interest from inventor Gérard Soula to Flamel Technologies. The assignment of rights is found in the “Minutes of the Decisions Taken by the Board of Directors on 15 November 1990” (“Meeting Minutes”), which is a French language document signed by inventor Gérard Soula. A certified English language translation of the Meeting Minutes is provided in the attached.

Also attached is an opinion letter from French counsel, familiar with French law in this area, indicating that the Meeting Minutes signed by Mr. Soula would be effective under French law to transfer rights from the inventor Gérard Soula to Flamel Technologies.

PATENT
REEL: 032607 FRAME: 0112

Application No.: 11/651,577

Docket No.: 022290.0163N1US

Please record the assignment for the above-identified case.

Dated: April 4, 2014

Respectfully submitted,

Electronic signature: /Scott A.M. Chambers/
Scott A.M. Chambers
Registration No.: 37,573
PATTON BOGGS LLP
2550 M Street, NW
Washington, DC 20037
(202) 457-6000
(202) 457-6315 (Fax)
Attorney for Applicant



50, rue Joannes Carret
CS 99172 – 69263 Lyon Cedex 09 – France

Tél : 04 72 85 70 00 – Fax : 04 72 85 70 29

Toque 708
Barreau de Lyon

FLAMEL TECHNOLOGIES
Parc Club du Moulin à Vent
33, avenue du Docteur Georges Lévy
69200 - Vénissieux
FRANCE

Départements

Lyon, March 20st, 2014

DROIT
FISCAL

Re.: FLAMEL TECHNOLOGIES – Mr. Gérard SOULA

DROIT
DES SOCIÉTÉS

Dear Sir/Madam,

DROIT
SOCIAL

1. We are acting as French counsel to FLAMEL TECHNOLOGIES, a company organized under the laws of France as a *société anonyme* and listed on the US NASDAQ Stock Market in connection with the following issue (hereafter “FLAMEL”).

CONCURRENCE
DISTRIBUTION

This opinion is being rendered to you at your request to serve as a basis for U.S. patent applications of which Mr. SOULA is an inventor.

PROPRIÉTÉ
INTELLECTUELLE
TECHNOLOGIES
DE L'INFORMATION

2. The issue is as follows:

➤ Does the minutes of the Board Meeting held on November 15, 1990 grant FLAMEL the right to file patent applications in its name on the Inventions listed in the Assignments, defined below, which Mr. SOULA is an inventor?

DROIT
DU PATRIMOINE

According to paragraphs 3 to 6 of Article III of the minutes of FLAMEL's Board Meeting:

RÈGLEMENT
DES CONTENTIEUX

“Mr. Gérard SOULA will also refrain from taking, purchasing or filing in his own name any patents or trademarks relative to the Company's activities but should carry out these operations in the name of the Company itself. Any deviation from this rule must have prior authorization from the Board of Directors.

DROIT
PUBLIC

Mr. Gérard SOULA confirms that, as of this day, he has not filed a patent in his own name.

All patents developed by the Company, even if Mr. Gérard SOULA has played an active part therein, will be filed in the Company's name.

The above commitments will remain in force as long as Mr. Gérard SOULA remains Chief Executive Officer of the Company."

2. For the purposes of this opinion, the term "Inventions" shall mean inventions listed in the Assignments, defined below, which Mr. SOULA is an inventor, and that he invented while working for FLAMEL as *Président Directeur Général* or *Administrateur* (member of the Board), sometime between November 15, 1990 and the date he stepped down from his position at FLAMEL

3. We have examined copies of the documents listed below, which are appended hereto for ease of reference:

(a) a certified copy of the minutes of the Board Meeting held on November 15, 1990;

(b) copies of nine (9) unsigned *Assignments of Rights, Title and Interest in Invention*, where Mr. Gérard SOULA is the "Assignor" and FLAMEL TECHNOLOGIES the "Assignee" (hereafter the "Assignments").

4. Except for the documents identified in paragraph 3 above, we have not (i) examined any contracts or other documents entered into by or affecting FLAMEL or any corporate records of FLAMEL and (ii) we have not made any other enquiries or searches concerning FLAMEL.

5. In giving this opinion we have assumed that:

(a) no inventors, other than those who have assigned their rights in the Assignments have claimed rights, title or interest in the Inventions;

(b) the Inventions have been invented by Mr. SOULA, in all or in part, while he was working for FLAMEL as *Président Directeur Général* or *Administrateur* (member of the Board), sometime between November 15, 1990 and the date he stepped down from his position at FLAMEL;

(c) the Inventions are in the scope of FLAMEL's activities, and have been invented with the knowledge and/or by using techniques or resources of FLAMEL, and/or with data provided by FLAMEL;

- (d) no judge, arbitration court or other institution has rendered a decision on the issue indicated above, and no trial is pending on this issue;
- (e) the genuineness of all signatures on and the authenticity and completeness of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies;
- (f) since their respective dates, as mentioned under paragraph 3 above, none of the documents referred to under paragraph 3 have been in any way altered and there is not in force any decision, agreement or undertaking, whether oral or in writing, that has changed or affected or could change or affect their respective contents;
- (g) the board meeting referred to in paragraph 3 was duly convened and held, that all formalities required to be fulfilled prior to the convening of such meeting have been fulfilled, that the resolutions adopted at such meeting were duly adopted and that the minutes of such meeting accurately reflect the business carried out, and decisions made, at such meeting.

We have not independently established the validity of the foregoing assumptions.

6. For the purposes of this opinion, we do not purport to be experts on, or generally familiar with, any laws other than the laws of France. Accordingly, we express no opinion herein with regard to any system of law other than the laws of France as currently applied by the French courts. In particular, we express no opinion on European Community law or U.S law as they respectively affect any jurisdiction other than France. To the extent that the laws of other jurisdictions may be relevant, we have made no independent investigation thereof and our opinion is subject to the effect of such laws. This opinion is to be construed in accordance with French law as at the date of this opinion.

7. Based upon the foregoing and subject to any matters not disclosed to us, and subject to the qualifications set out below, we are of the opinion, under French law and regulations as in effect at the date hereof, that:

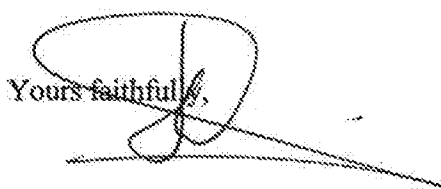
- (a) Article III, paragraphs 3 to 6 of the minutes of FLAMEL's Board Meeting dated November 15, 1990 grants FLAMEL all rights, title and interest in the Inventions;
- (b) By signing the Minutes of FLAMEL's Board Meeting on November 15th, 1990, Mr. Gérard SOULA granted FLAMEL the right to file in its name patent applications in order to protect the Inventions.

8. In this opinion, French legal concepts are expressed in English terms and not in their original French terms. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. This opinion may, therefore, only be relied upon under the express condition that any issues of interpretation or liability arising thereunder will be governed by French law and will be brought before a court in France.

9. We express no opinion as to any agreement, instrument or other document other than as specified in this letter. This letter only applies to those facts and circumstances which exist at the date hereof and we assume no obligation or responsibility to update or supplement this letter to reflect any facts or circumstances which may thereafter come to our attention, any changes in laws which may hereafter occur, or to inform the addressees of any change in circumstances occurring after the date of this letter which would alter the opinions rendered herein.

10. This opinion is addressed to you solely for your benefit in connection with the patent applications referred to herein. It is not to be transmitted to anyone else nor is it to be relied upon by anyone else or for any other purpose or quoted or referred to in any public document or filed with anyone without our express consent. Notwithstanding the above, Patton Boggs L.L.P., 2550 M Street, NW, Washington DC, 20037 (U.S.A.), shall be authorized to be provided with, and rely upon, this opinion, for the sole purpose of the prosecution and assignment of the patents filed on behalf of FLAMEL. In connection therewith, we hereby consent to the filing of this opinion with the U.S.P.T.O.

Yours faithfully,



Héloïse Deliquiet
Avocat associé

Appendices

Appendix 1: Certified copy of the minutes of the Board Meeting held on November 15, 1990;

Appendix 2: Copies of nine (9) unsigned *Assignments of Rights, Title and Interest in Invention*, where Mr. Gérard SOULA is the "Assignor" and FLAMEL TECHNOLOGIES the "Assignee".

FLAMEL TECHNOLOGIES

PROCES-VERBAL DES DELIBERATIONS DU
CONSEIL D'ADMINISTRATION
EN DATE DU 15 NOVEMBRE 1990

L'an mil neuf cent quatre vingts dix

Le 15 novembre

A 15 heures, au siège social, les administrateurs se sont réunis comme suite à l'Assemblée Générale du 14 novembre 1990 à l'effet d'organiser la direction générale de la société.

Etaient présents :

- M. Gérard SOULA
- HEMERA et CIB, représentée par son représentant permanent M. Robert LATTES
- M. Pierre DEVICTOR

Etaient absents et représentés :

- M. Jean DELEAGE
- M. Jean-Michel BONABOSCH

Chacun d'eux signe le registre de présence en entrant en séance.

Etaient également présents:

- M. Bernard DAUGERAS, chargé d'affaires de FINOVELEC
- FIRHALP représenté par M. BROGNIART

La moitié au moins des administrateurs étant présents, le conseil peut valablement délibérer.

La société n'a pas de Comité d'Entreprise.

Après en avoir délibéré, les administrateurs ont, à l'unanimité, pris les décisions suivantes:

I - Désignation du Président

M. Gérard SOULA est nommé Président du Conseil d'Administration pour la durée de son mandat d'administrateur, soit pour une durée de six ans.

M. Gérard SOULA accepte ces fonctions et, en remerciant ses collègues de la confiance qu'ils lui témoignent, déclare n'exercer que le mandat de Président qui vient de lui être confié.

II - Déclarations du Président

En conséquence de son acceptation des fonctions de Président, M. Gérard SOULA confirme qu'il est délié de tout engagement envers tout précédent employeur qui l'empêcherait d'exercer pleinement les fonctions qui viennent de lui être conférées.



40618/1403.2014
0/27

M. Gérard SOULA confirme qu'il est libre de tous engagements vis à vis de ses précédents employeurs et qu'il peut pleinement exercer ses fonctions de Président de la société. M. Gérard SOULA confirme également qu'il ne mettra à la disposition de la société aucun droit, information confidentielle, secret de fabrication ou autres droits de propriété industrielle qui appartiendrait à un de ses précédents employeurs ou à une société ou individu pour le compte duquel il aurait agi.

III - Engagement de non concurrence du Président

M. Gérard SOULA en tant que Président de la société devra consacrer la totalité de ses activités professionnelles à la société et prend en conséquence les engagements suivants en tant que Président de la société:

M. Gérard SOULA s'interdit, sauf accord préalable du Conseil d'Administration de détenir personnellement directement ou indirectement toute participation dans des sociétés filiales directes ou indirectes de la société, ou dans toute société qui exercerait une activité concurrente ou qui entretiendrait des activités industrielles ou commerciales analogues à celles de la société, autrement que par l'intermédiaire de la société elle-même ou de ses filiales.

M. Gérard SOULA s'interdit également de prendre, acheter ou déposer en son nom personnel tous brevets ou marques relatifs aux activités de la société, mais devra effectuer ces opérations au nom de la société elle-même. Toute dérogation à cette règle devra faire l'objet d'un accord préalable du Conseil d'Administration.

M. Gérard SOULA confirme qu'à ce jour il n'a déposé aucun brevet en son nom.

Tous les brevets qui seraient mis au point par la société, même si M. Gérard SOULA y a activement participé, seront déposés au nom de la société.

Les engagements ci-dessus resteront en vigueur aussi longtemps que M. Gérard SOULA sera Président de la société.

IV - Pouvoirs du Président

1° - Pouvoirs généraux :

M. Gérard SOULA en sa qualité de Président, assume sous sa responsabilité la direction générale de la société. Il peut consentir des délégations de pouvoirs.

Il représente la société dans ses rapports avec les tiers.

Il est investi des pouvoirs qui lui sont attribués par la loi pour agir en toute circonstance au nom de la société.

2° - Cautions, avals ou garanties en faveur de tiers :

M. Gérard SOULA n'est pas autorisé à donner, sans l'autorisation préalable du conseil, des cautions, avals ou garanties au nom de la société, quelle que soit la durée des engagements cautions, avalisés ou garanties.

Par dérogation aux dispositions ci-dessus, M. Gérard SOULA est autorisé à donner, à l'égard des administrations fiscales et douanières, des cautions, avals ou garanties au nom de la société, sans limite de montant.



V - Limitations des pouvoirs du Président

Toutefois, à titre de mesure d'ordre interne, le Président ne pourra prendre de décision sur les points figurant ci-après sans l'autorisation préalable du Conseil d'Administration.

1° - Le Conseil d'Administration devra donner son autorisation préalable à la majorité simple, sur les décisions relatives aux points suivants:

- budget annuel et révision du budget annuel, plan de développement de la Société;
- plan de trésorerie mensuel en situation et prévision;
- mesures éventuelles en matière de trésorerie et révision du plan de développement;
- embauche de cadres dirigeants devant percevoir un salaire brut annuel supérieur à 300 000 Francs;
- emprunts à long terme et moyen terme (y compris leasing) supérieurs à 1 000 000 Francs et/ou ayant pour effet de porter le montant de l'endettement de la société à plus de 2 000 000 Francs;
- emprunts à court terme excédant un montant de 250 000 Francs;
- investissements corporels ou incorporels non budgétisés d'un montant supérieur à 100 000 Francs;
- dépenses à engager pour des dépôts de brevets;
- contrats de commission;
- prêts à des tiers quel que soit leur montant.

2° - Le conseil d'Administration devra donner son autorisation préalable à la majorité des 2/3 sur les décisions relatives aux points suivants :

- démarrage d'activités nouvelles, constitution de filiales, acquisition ou prise en location gérance de tout ou partie d'un fonds de commerce;
- prises de participation par achat ou souscription d'actions dans d'autres sociétés, cession de tout ou partie d'une participation;
- changement important dans l'orientation générale de la société et de ses filiales éventuelles;
- cession ou mise en location gérance de tout ou partie de son fonds de commerce;
- cessions ou acquisitions de licences de brevets, de savoir-faire ou de marques;
- toute décision de proposer aux actionnaires une augmentation de capital;
- appel aux fins de libération du capital faisant suite à une augmentation du capital réalisée;
- tout appel d'emprunt sous forme de compte-courant d'actionnaires;
- détermination du montant d'assurance-vie couvrant le décès ou l'invalidité du Président et de certains hauts responsables de la société.

VI - Rémunération du Président

M. Gérard SOULA aura droit, en rémunération de ses fonctions de direction générale et en compensation de la responsabilité attachée auxdites fonctions, à un traitement qui est fixé à 725 000 F par an.

M. Gérard SOULA aura droit, en outre, à une voiture de fonctions et, sur justification, au remboursement de ses frais de représentation et de déplacement.

Ces traitements et frais seront portés au compte des frais généraux.

VII - Application du contrat passé avec Rhône Poulenc

M. Gérard SOULA rappelle que la société a signé le 2 août 1990 un contrat avec Rhône-Poulenc qui doit servir de point de départ aux activités de la société. Ce contrat figure en annexe n° 1 au présent procès-verbal.



M. Gérard SOULA confirme au Conseil qu'à sa connaissance ce contrat peut s'appliquer sans que la société ne commette de violation d'un brevet ou de droits de propriété industrielle appartenant à des tiers et sans que la société ait besoin d'autorisations de qui que ce soit concernant des droits de propriété industrielle appartenant à d'autres sociétés ou individus relatifs aux projets décrits dans ce contrat sauf en ce qui concerne la fibre de carbone céramisée.

VIII - Election de censeurs

Le conseil, à l'unanimité, élit comme censeurs, conformément aux statuts:

- M. Bernard DAUGERAS
- FIRHALP, représenté par M. BROGNIART

Le mandat des deux censeurs expirera en même temps que celui des administrateurs.



IX - Information du Conseil

Le Président de la société remettra 8 jours avant la tenue des réunions aux membres du Conseil d'Administration et aux censeurs, les documents suivants:

- états financiers trimestriels synthétiques;
- rapport d'activité sur le trimestre écoulé comportant le chiffre d'affaires et les résultats, montant des investissements engagés, ventilation des ventes et des stocks;
- montant et nature du carnet de commandes;
- budget annuel, comparaison avec les réalisations et analyse des raisons d'éventuels écarts;
- état d'avancement du plan de développement;
- projets d'embauche des cadres-clés.

Les états financiers mensuels et leur comparaison avec le budget annuel seront adressés aux administrateurs et aux censeurs dès qu'il seront établis.

Les informations communiquées au Conseil d'Administration ou à l'un de ses membres ayant un caractère confidentiel, les membres du Conseil seront tenus à une obligation de stricte confidentialité. Il en sera de même pour les censeurs.

X - Déclaration sur les engagements pris à ce jour par la société

Le Président présente au conseil un état de la totalité des engagements pris par la société à ce jour, qui figure en annexe n°2 au présent procès-verbal.

XI - Approbation des conventions de blocage de compte courants

Le conseil, à l'unanimité, accepte le blocage en compte courant dans la société, pendant dix ans et sans intérêts, des comptes courants de divers actionnaires, pour un montant total d'un million de Francs, selon le tableau figurant en annexe n° 3.

XII - Réalisation de l'augmentation de capital

Le conseil d'administration, au vu:

- des lettres de renonciation individuelles des actionnaires,
- des bulletins de souscriptions d'ALTA IV, C.V. SOFINNOVA PARTNERS FIVE, ALTA BERKELEY LP II, FINOVELEC, FIRHALP, GENESE SA, HEMERA, INNOLION, SOFINNOVA, SOFINNOVA FCPR, SUDINNOVA, VCBW mbH & Co. KG.

- de l'attestation du Crédit Lyonnais, en date du 15 novembre 1990.
- de la certification du Commissaire aux comptes en date du 15 novembre 1990.

Constate la réalisation de l'augmentation de capital votée par l'assemblée du 9 octobre 1990.

XIII - Présentation d'un budget prévisionnel

Le Président présente au conseil un budget prévisionnel qui figure en annexe n° 4 au présent procès verbal.

XIV - Formalités diverses

1° - Retrait des fonds provenant des souscriptions en espèces :

Le conseil confère tous pouvoirs à M. Gérard SOULA, son Président, à l'effet de retirer de la Banque les sommes provenant des souscriptions en espèces et de consentir quittance de ladite somme.

2° - Publications et déclarations :

Assumant la direction générale de la société, M. Gérard SOULA, Président du Conseil d'Administration, aura tous pouvoirs à l'effet :

- d'effectuer la publication et le dépôt des actes constitutifs conformément à la loi;
- de requérir l'immatriculation de la société au registre du commerce et des sociétés;
- de faire aux administrations fiscales toutes déclarations d'existence nécessaires.

Plus rien n'étant à l'ordre du jour, la séance est levée à 18 heures et de tout ce qui précède il a été dressé le présent procès-verbal qui après lecture a été signé par les administrateurs présents et par le Président pour acceptation de fonctions.

- M. Gérard SOULA



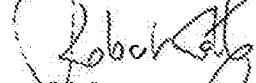
- M. Pierre DEVICTOR



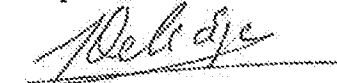
- M. Jean-Michel BONABOSCH
représenté par M. Pierre DEVICTOR



- HEMERA et CIE
représentée par M. Robert LATTES



- M. Jean DELAGE
représenté par HEMERA et CIE




- Annexe n° 1 : Contrat Rhône Poulenc
- Annexe n° 2 : Comptes courants
- Annexe n° 3 : Engagements de la société
- Annexe n° 4 : Budget prévisionnel

FLAMEL TECHNOLOGIES
 MINUTES OF THE
 DECISIONS TAKEN BY THE BOARD OF DIRECTORS
 ON 15 NOVEMBER 1990

In the year nineteen hundred and ninety
 On 15 November

At 3pm, a meeting of the Board of Directors was held at the registered office, pursuant to the General Meeting of Shareholders on 14 November 1990, in order to organise general management of the Company.

Present were:

- Mr. Gérard SOULA
- HEMERA et CIE, represented by its permanent representative Mr. Robert LATTES
- Mr. Pierre DEVICTOR



The following were absent but represented:

- Mr. Jean DELEAGE
- Mr. Jean-Michel BONABOSCH

Each of them signed the attendance register at the beginning of the meeting.

Also present were:

- Mr. Bernard DAUGERAS, Business Manager - FINOVELEC
- FIRHALP represented by Mr. BROGNIART

Since at least half the board members were present, the Board was legally entitled to take decisions.

The company does not have a Works Council,

After discussion, board members unanimously took the following decisions:

I - Appointment of the Chief Executive Officer

Mr. Gérard SOULA is appointed Chief Executive Officer for his term of office as a member of the board, that is to say for a period of six years.

Mr. Gérard SOULA accepts this position and thanks his colleagues for the trust placed in him; he declares that the office of Chief Executive Officer just entrusted to him is the only one carried out by him.

II - Declarations of the Chief Executive Officer

As a result of his acceptance of the office of Chief Executive Officer, Mr. Gérard SOULA confirms that he is free from all commitments to any previous employer that might prevent him from carrying out the responsibilities just entrusted to him in full.

Mr. Gérard SOULA confirms that he is free from all commitments to any previous employer and able to carry out the functions of Chief Executive Officer of the Company. Mr. Gérard SOULA also confirms that he will not disclose to the Company any right, confidential information, production secret or other industrial property rights that might belong to one of his previous employers or to a company or individual on behalf of which he may have acted.

III - Agreement not to compete by the Chief Executive Officer

As Chief Executive Officer, Mr. Gérard SOULA must devote all his professional activities to the Company and, consequently, take on the following commitments as Chief Executive Officer of the Company:

Unless prior authorisation is given by the Board of Directors, Mr. Gérard SOULA will refrain from personally holding, directly or indirectly, any interests in direct or indirect subsidiaries of the Company or in any company that might carry out a competitive activity or which might have industrial or commercial activities similar to the Company, other than through the intermediary of the Company itself or its subsidiaries.

Mr. Gérard SOULA will also refrain from taking, purchasing or filing in his own name any patents or trademarks relative to the Company's activities but should carry out these operations in the name of the Company itself. Any deviation from this rule must have prior authorisation from the Board of Directors.

Mr. Gérard SOULA confirms that, as of this day, he has not filed a patent in his own name.

All patents developed by the Company, even if Mr. Gérard SOULA has played an active part therein, will be filed in the Company's name.

The above commitments will remain in force as long as Mr. Gérard SOULA remains Chief Executive Officer of the Company.

IV - Powers of the Chief Executive Officer

1° - General powers:

In his capacity as Chief Executive Officer, Mr. Gérard SOULA takes on responsibility for the general management of the Company. He may delegate powers of attorney.

He represents the company in its relations with third parties.

He has the powers attributed to him by law to act on behalf of the Company in all circumstances.

2° - Pledges, guarantees or similar in favour of third parties:

Mr. Gérard SOULA is not authorised to give pledges, guarantees or similar in the name of the company without prior authorisation from the Board of Directors, irrespective of the period of the said pledges, guarantees or similar.

As an exception to the above provisions, Mr. Gérard SOULA is authorised to give pledges, guarantees or similar to Tax or Customs Administrations in the name of the Company in an unlimited amount.



V - Limitations of the Chief Executive Officer's powers

However, as an internal order measure, the Chief Executive Officer may not take a decision on the points indicated below without the prior authorisation of the Board of Directors.

1° - The Board of Directors must give its prior authorisation by a simple majority on decisions relative to the following points:

- annual budget and revision of the annual budget, Company development plan;
- monthly cash position and forecasts plan;
- any measures in terms of the cash position and revision of the development plan;
- the hiring of senior management to receive a gross annual salary in excess of 300,000 francs;
- long and medium-term borrowings (including leasing) in excess of 1,000,000 francs and/or having the effect of increasing the Company's indebtedness to over 2,000,000 francs;
- short-term borrowings exceeding the amount of 250,000 francs;
- tangible and intangible fixed asset investments not budgeted, for an amount exceeding 100,000 francs;
- expenditure to be made for filing patents;
- commission contracts;
- loans to third parties irrespective of the amount.

2° - The Board of Directors must give its prior authorisation with a 2/3rds majority on decisions relative to the following points:

- the startup of new activities, the setting up of subsidiaries, the acquisition or own-account management of all or part of a business;
- holdings taken by purchasing or subscribing to shares in other companies or the sale of all or part of a holding;
- a major change in the general orientation of the Company or any subsidiaries;
- the sale or own-account management of all or part of its business;
- sales or purchases of licences for patents, know-how or trademarks;
- any decision to propose a capital increase to shareholders;
- a call to release capital subsequent to a capital increase implemented;
- any call for borrowing in the form of a shareholders current account;
- determination of an amount of life insurance covering the death or disability of the Chief Executive Officer and certain members of Company senior management.



VI - Chief Executive Officer remuneration

As remuneration for his general management position and compensation for the responsibility attached to the said position, Mr. Gérard SOULA will be entitled to remuneration of 725,000 francs a year.

In addition, Mr. Gérard SOULA will be entitled to have a company car and reimbursement of his representation and travel expenses on production of documentary proof.

This remuneration and expenses will be charged to the general overheads account.

VII - Application of the contract with Rhône Poulenc

Mr. Gérard SOULA points out that, on 2 August 1990, the Company signed a contract with Rhône-Poulenc that should serve as the starting point for Company activities. This contract is enclosed with these minutes in Appendix N°1.

Mr. Gérard SOULA confirms to the Board that, as far as he is aware, this contract can be applied without the Company being in breach of a patent or industrial property rights belonging to third parties and without the Company needing authorisations from anyone concerning industrial property rights belonging to other companies or individuals relative to the projects described in this contract, except anything relating to ceramic carbon fibre.

VIII - Election of Non-Voting Members (*Censeurs*)

The Board unanimously elects the following as non-voting members, pursuant to the Articles of Association:

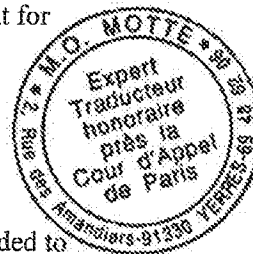
- Mr. Bernard DAUGERAS
- FIRHALP, represented by Mr. BROGNIART

The term of office of the two non-voting members will expire at the same time as the other board members.

IX - Information for the Board

The Company's Chief Executive Officer will provide the members and other non-voting members of the Board of Directors with the following documents 8 days before meetings are to be held:

- quarterly financial statement summaries;
- an activity report on the previous period to include sales figures and results, the amount for investment made and a sales and stock breakdown;
- the amount of the order book and type;
- the annual budget, comparison with actual and an analysis of any variance;
- statement of development plan progress;
- plans to hire key executives.



The monthly financial statements and comparison with the annual budget will be forwarded to board members and non-voting members as soon as they are available.

Since the information given to the Board of Directors or one of its members is of a confidential nature, Board Members must observe strict confidentiality. The same applies to non-voting members.

X - Declaration on the commitments made this day by the Company

The Chief Executive Officer presents to the Board a statement of all commitments made by the Company as of this day; it is enclosed in Appendix N°2 to these minutes.

XI - Approval of agreements to block current accounts

The Board unanimously agrees to block current accounts of various shareholders in the Company's current account for ten years without interest, in the total amount of one million francs, as per the table in Appendix N°3.

XII - Implementation of a capital increase

The Board of Directors, having reviewed the following:

- individual letters of renunciation from shareholders,
- subscription forms from ALTA IV, C.V. SOFINNOVA PARTNERS FIVE, ALTA BERKELEY LP II, FINOVELEC, FIRHALP, GENESE SA, HEMERA, INNOLION, SOFINNOVA, SOFINNOVA FCPR, SUDINNOVA, VCBW mbH & Co. KG.

- the certificate from Crédit Lyonnais dated 15 November 1990.
- certification by the Statutory Auditors dated 15 November 1990.

Hereby evidences the capital increase voted by the General Meeting of Shareholders on 9 October 1990.

XIII - Presentation of a provisional budget

The Chief Executive Officer presents a provisional budget to the Board, enclosed in Appendix N°4 to these minutes.

XIV - Miscellaneous formalities

1° - Withdrawal of funds from cash subscriptions:

The Board fully empowers Mr. Gérard SOULA, its Chief Executive Officer, to withdraw from the Bank the sums arising from cash subscriptions and to duly acknowledge receipt of the said sum.

2° - Publications and declarations:

By taking on general management of the Company, Mr. Gérard SOULA, Chief Executive Officer and Chairman of the Board of Directors, will be fully empowered to:

- publish and file the memorandum of association pursuant to legal requirements;
- request registration of the Company with the Commercial Register;
- make all the necessary declarations of existence to the Tax Authorities.

The agenda having been completed, the session ended at 6pm and, in view of the above, these Minutes have hereby been drawn up and, after being read, were duly signed by the Board Members present and by the Chief Executive Officer/Chairman in acceptance of his position.

Mr. Gérard SOULA



- HEMERA et CIE
represented by Mr. Robert LATTES

- Mr. Pierre DEVICTOR

- Mr. Jean DELEAGE
represented by HEMERA et CIE

- Mr. Jean-Michel BONABOSCH
represented by Mr. Pierre DEVICTOR

Certifié conforme à l'original
en FRANÇAIS n° 40618
Visé par moi ne varietur
LE: 14 mars 2014

Appendix N° 1: Rhône Poulenc contract
Appendix N°2: Current accounts
Appendix N°3: Company commitments
Appendix N°4: Provisional budget

Motte

FLAMEL TECHNOLOGIES

PROCES-VERBAL DES DELIBERATIONS DU
CONSEIL D'ADMINISTRATION
EN DATE DU 15 NOVEMBRE 1990

L'an mil neuf cent quatre vingts dix

Le 15 novembre

A 15 heures, au siège social, les administrateurs se sont réunis comme suite à l'Assemblée Générale du 14 novembre 1990 à l'effet d'organiser la direction générale de la société.

Etaient présents :

- M. Gérard SOULA

- HEMERA et CIE, représentée par son représentant permanent M. Robert LATTES

- M. Pierre DEVICTOR

Etaient absents et représentés :

- M. Jean DELEAGE

- M. Jean-Michel BONABOSCH

Chacun d'eux signe le registre de présence en entrant en séance.

Etaient également présents:

- M. Bernard DAUGERAS, chargé d'affaires de FINOVELEC

- FIRHALP représenté par M. BROGNIART

La moitié au moins des administrateurs étant présents, le conseil peut valablement délibérer.

La société n'a pas de Comité d'Entreprise.

Après en avoir délibéré, les administrateurs ont, à l'unanimité, pris les décisions suivantes:

I - Désignation du Président

M. Gérard SOULA est nommé Président du Conseil d'Administration pour la durée de son mandat d'administrateur, soit pour une durée de six ans.

M. Gérard SOULA accepte ces fonctions et, en remerciant ses collègues de la confiance qu'ils lui témoignent, déclare n'exercer que le mandat de Président qui vient de lui être confié.

II - Déclarations du Président

En conséquence de son acceptation des fonctions de Président, M. Gérard SOULA confirme qu'il est délié de tout engagement envers tout précédent employeur qui l'empêcherait d'exercer pleinement les fonctions qui viennent de lui être conférées.

M. Gérard SOULA confirme qu'il est libre de tous engagements vis à vis de ses précédents employeurs et qu'il peut pleinement exercer ses fonctions de Président de la société. M. Gérard SOULA confirme également qu'il ne mettra à la disposition de la société aucun droit, information confidentielle, secret de fabrication ou autres droits de propriété industrielle qui appartiendrait à un de ses précédents employeurs ou à une société ou individu pour le compte duquel il aurait agi.

III - Engagement de non concurrence du Président

M. Gérard SOULA en tant que Président de la société devra consacrer la totalité de ses activités professionnelles à la société et prend en conséquence les engagements suivants en tant que Président de la société:

M. Gérard SOULA s'interdit, sauf accord préalable du Conseil d'Administration de détenir personnellement directement ou indirectement toute participation dans des sociétés filiales directes ou indirectes de la société, ou dans toute société qui exercerait une activité concurrente ou qui entreprendrait des activités industrielles ou commerciales analogues à celles de la société, autrement que par l'intermédiaire de la société elle-même ou de ses filiales.

M. Gérard SOULA s'interdit également de prendre, acheter ou déposer en son nom personnel tous brevets ou marques relatifs aux activités de la société, mais devra effectuer ces opérations au nom de la société elle-même. Toute dérogation à cette règle devra faire l'objet d'un accord préalable du Conseil d'Administration.

M. Gérard SOULA confirme qu'à ce jour il n'a déposé aucun brevet en son nom.

Tous les brevets qui seraient mis au point par la société, même si M. Gérard SOULA y a activement participé, seront déposés au nom de la société.

Les engagements ci-dessus resteront en vigueur aussi longtemps que M. Gérard SOULA sera Président de la société.

IV - Pouvoirs du Président

1° - Pouvoirs généraux :

M. Gérard SOULA en sa qualité de Président, assume sous sa responsabilité la direction générale de la société. Il peut consentir des délégations de pouvoirs.

Il représente la société dans ses rapports avec les tiers.

Il est investi des pouvoirs qui lui sont attribués par la loi pour agir en toute circonstance au nom de la société.

2° - Cautions, avals ou garanties en faveur de tiers :

M. Gérard SOULA n'est pas autorisé à donner, sans l'autorisation préalable du conseil, des cautions, avals ou garanties au nom de la société, quelle que soit la durée des engagements cautions, avalisés ou garanties.

Par dérogation aux dispositions ci-dessus, M. Gérard SOULA est autorisé à donner, à l'égard des administrations fiscales et douanières, des cautions, avals ou garanties au nom de la société, sans limite de montant.

V - Limitations des pouvoirs du Président

Toutefois, à titre de mesure d'ordre interne, le Président ne pourra prendre de décision sur les points figurant ci-après sans l'autorisation préalable du Conseil d'Administration.

1° - Le Conseil d'Administration devra donner son autorisation préalable à la majorité simple, sur les décisions relatives aux points suivants:

- budget annuel et révision du budget annuel, plan de développement de la Société;
- plan de trésorerie mensuel en situation et prévision;
- mesures éventuelles en matière de trésorerie et révision du plan de développement;
- embauche de cadres dirigeants devant percevoir un salaire brut annuel supérieur à 300 000 Francs;
- emprunts à long terme et moyen terme (y compris leasing) supérieurs à 1 000 000 Francs et/ou ayant pour effet de porter le montant de l'endettement de la société à plus de 2 000 000 Francs;
- emprunts à court terme excédant un montant de 250 000 Francs;
- investissements corporels ou incorporels non budgétisés d'un montant supérieur à 100 000 Francs;
- dépenses à engager pour des dépôts de brevets;
- contrats de commission;
- prêts à des tiers quel que soit leur montant.

2° - Le conseil d'Administration devra donner son autorisation préalable à la majorité des 2/3 sur les décisions relatives aux points suivants :

- démarrage d'activités nouvelles, constitution de filiales, acquisition ou prise en location gérance de tout ou partie d'un fonds de commerce;
- prises de participation par achat ou souscription d'actions dans d'autres sociétés, cession de tout ou partie d'une participation;
- changement important dans l'orientation générale de la société et de ses filiales éventuelles;
- cession ou mise en location gérance de tout ou partie de son fonds de commerce;
- cessions ou acquisitions de licences de brevets, de savoir-faire ou de marques;
- toute décision de proposer aux actionnaires une augmentation de capital;
- appel aux fins de libération du capital faisant suite à une augmentation du capital réalisée;
- tout appel d'emprunt sous forme de compte-courant d'actionnaires;
- détermination du montant d'assurance-vie couvrant le décès ou l'invalidité du Président et de certains hauts responsables de la société.

VI - Rémunération du Président

M. Gérard SOULA aura droit, en rémunération de ses fonctions de direction générale et en compensation de la responsabilité attachée auxdites fonctions, à un traitement qui est fixé à 725 000 F par an.

M. Gérard SOULA aura droit, en outre, à une voiture de fonctions et, sur justification, au remboursement de ses frais de représentation et de déplacement.

Ces traitements et frais seront portés au compte des frais généraux.

VII - Application du contrat passé avec Rhône Poulenc

M. Gérard SOULA rappelle que la société a signé le 2 août 1990 un contrat avec Rhône-Poulenc qui doit servir de point de départ aux activités de la société. Ce contrat figure en annexe n° 1 au présent procès-verbal.

M. Gérard SOULA confirme au Conseil qu'à sa connaissance ce contrat peut s'appliquer sans que la société ne commette de violation d'un brevet ou de droits de propriété industrielle appartenant à des tiers et sans que la société ait besoin d'autorisations de qui que ce soit concernant des droits de propriété industrielle appartenant à d'autres sociétés ou individus relatifs aux projets décrits dans ce contrat sauf en ce qui concerne la fibre de carbone céramisée.

VIII - Election de censeurs

Le conseil, à l'unanimité, élit comme censeurs, conformément aux statuts:

- M. Bernard DAUGERAS
- FIRHALP, représenté par M. BROGNIART

Le mandat des deux censeurs expirera en même temps que celui des administrateurs.

IX - Information du Conseil

Le Président de la société remettra 8 jours avant la tenue des réunions aux membres du Conseil d'Administration et aux censeurs, les documents suivants:

- états financiers trimestriels synthétiques;
- rapport d'activité sur le trimestre écoulé comportant le chiffre d'affaires et les résultats, montant des investissements engagés, ventilation des ventes et des stocks;
- montant et nature du carnet de commandes;
- budget annuel, comparaison avec les réalisations et analyse des raisons d'éventuels écarts;
- état d'avancement du plan de développement;
- projets d'embauche des cadres-clés.

Les états financiers mensuels et leur comparaison avec le budget annuel seront adressés aux administrateurs et aux censeurs dès qu'il seront établis.

Les informations communiquées au Conseil d'Administration ou à l'un de ses membres ayant un caractère confidentiel, les membres du Conseil seront tenus à une obligation de stricte confidentialité. Il en sera de même pour les censeurs.

X - Déclaration sur les engagements pris à ce jour par la société

Le Président présente au conseil un état de la totalité des engagements pris par la société à ce jour, qui figure en annexe n°2 au présent procès-verbal.

XI - Approbation des conventions de blocage de compte courants

Le conseil, à l'unanimité, accepte le blocage en compte courant dans la société, pendant dix ans et sans intérêts, des comptes courants de divers actionnaires, pour un montant total d'un million de Francs, selon le tableau figurant en annexe n° 3.

XII - Réalisation de l'augmentation de capital

Le conseil d'administration, au vu:

- des lettres de renonciation individuelles des actionnaires,
- des bulletins de souscriptions d'ALTA IV, C.V. SOFINNOVA PARTNERS FIVE, ALTA BERKELEY LP II, FINOVELEC, FIRHALP, GENESE SA, HEMERA, INNOLION, SOFINNOVA, SOFINNOVA FCPR, SUDINNOVA, VCBW mbH & Co. KG.

- de l'attestation du Crédit Lyonnais, en date du 15 novembre 1990.
- de la certification du Commissaire aux comptes en date du 15 novembre 1990.

Constate la réalisation de l'augmentation de capital votée par l'assemblée du 9 octobre 1990.

XIII - Présentation d'un budget prévisionnel

Le Président présente au conseil un budget prévisionnel qui figure en annexe n° 4 au présent procès verbal.

XIV - Formalités diverses

1° - Retrait des fonds provenant des souscriptions en espèces :

Le conseil confère tous pouvoirs à M. Gérard SOULA, son Président, à l'effet de retirer de la Banque les sommes provenant des souscriptions en espèces et de consentir quittance de ladite somme.

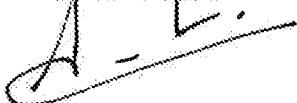
2° - Publications et déclarations :

Assumant la direction générale de la société, M. Gérard SOULA, Président du Conseil d'Administration, aura tous pouvoirs à l'effet :

- d'effectuer la publication et le dépôt des actes constitutifs conformément à la loi;
- de requérir l'immatriculation de la société au registre du commerce et des sociétés;
- de faire aux administrations fiscales toutes déclarations d'existence nécessaires.

Plus rien n'étant à l'ordre du jour, la séance est levée à 18 heures et de tout ce qui précède il a été dressé le présent procès-verbal qui après lecture a été signé par les administrateurs présents et par le Président pour acceptation de fonctions.

- M. Gérard SOULA



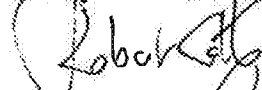
- M. Pierre DEVICTOR



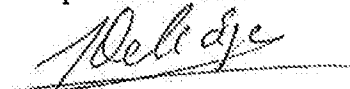
- M. Jean-Michel BONABOSCH
représenté par M. Pierre DEVICTOR



- HEMERA et CIE
représentée par M. Robert LATTES



- M. Jean DELEAGE
représenté par HEMERA et CIE



- Annexe n° 1 : Contrat Rhône Poulenc
- Annexe n° 2 : Comptes courants
- Annexe n° 3 : Engagements de la société
- Annexe n° 4 : Budget prévisionnel

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled CARVEDILOL SALTS, ANHYDRATES AND/OR SOLVATE THEREOF, CORRESPONDING PHARMACEUTICAL COMPOSITIONS, CONTROLLED RELEASE FORMULATIONS, AND TREATMENT OR DELIVERY METHODS, and in: (fill in all that apply):

United States Patent Application Serial No(s). 10/996,780, filed November 24, 2004

United States Provisional Patent Application Serial No(s). 60/605,680, filed August 30, 2004;
60/524,991, filed November 25, 2003

United States Patent No(s). _____

Other (specify): _____

Assignor(s)

<i>Name</i>	<i>Address</i>
Gérard SOULA	33 rue Nungesser Meyzieu 69330 FRANCE

Assignee

<i>Name</i>	<i>Address</i>
Flamel Technologies	33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0103PTUS

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

0076 US CRTZ

Assignment of Rights, Title and Interest in Invention	Docket No. 022290.0108N2US
--	-----------------------------------

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled POLYAMINO ACIDS FUNCTIONALIZED BY AT LEAST ONE HYDROPHOBIC GROUP AND THE THERAPEUTIC APPLICATION THEREOF, and in: (fill in all that apply):

United States Patent Application Serial No(s). 11/311,668, filed December 20, 2005;
10/522,556, filed January 27, 2005

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). 7,678,882, issued March 16, 2010

Other (specify): PCT/FR03/02329, filed July 23, 2003; FR 02 09670, filed July 30, 2002

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0108N2US

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

0087 US

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0133PTUS

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled TELECHELIC HOMOPOLYAMINO ACIDS FUNCTIONALIZED WITH HYDROPHOBIC GROUPS, AND THEIR APPLICATIONS, ESPECIALLY THERAPEUTIC APPLICATIONS, and in: (fill in all that apply):

United States Patent Application Serial No(s). _____

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). 7,659,365, issued February 9, 2010

Other (specify): PCT/FR04/50465, filed September 28, 2004; FR 0650631, filed October 3, 2003

Assignor(s)

Name	Address
Gérard SOULA	33 rue Nungesser Meyzieu 69330 FRANCE

Assignee

Name	Address
Flamel Technologies	33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0133PTUS

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled NONLINEARLY OPTICALLY ACTIVE COMPOUNDS, and in: (fill in all that apply):

United States Patent Application Serial No(s). 07/407,744, filed September 15, 1989

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). 5,359,072, issued October 25, 1994 ; 5,535,048, issued July 9, 1996

Other (specify): *FR 88/12028, filed September 15, 1988*

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention**Docket No. 022290.0140D1US**

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled NONLINEARLY OPTICALLY ACTIVE COMPOUNDS, and in: (fill in all that apply):

United States Patent Application Serial No(s). 07/407,744, filed September 15, 1989
07/714,515, filed June 13, 1991

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). 5,359,072, issued October 25, 1994 ; 5,535,048, issued July 9, 1996

Other (specify): FR 88/12028, filed September 15, 1988

Assignor(s)

<i>Name</i>	<i>Address</i>
Gérard SOULA	33 rue Nungesser Meyzieu 69330 FRANCE

Assignee

<i>Name</i>	<i>Address</i>
Flamel Technologies	33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE

Assignment of Rights, Title and Interest in Invention**Docket No. 022290.0140N1US**

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

0075USCPTZ

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0124N2US

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled MICROCAPSULES WITH MODIFIED RELEASE OF ACTIVE PRINCIPLES WITH LOW SOLUBILITY FOR ORAL DELIVERY, and in: (fill in all that apply):

United States Patent Application Serial No(s). 10/522,234, filed June 9, 2006; 11/358,047, filed February 22, 2006; 11/583,940, filed October 20, 2006

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). _____

Other (specify): FR 02/09530, filed July 26, 2002
PCT/FR03/2384, filed July 28, 2003

Assignor(s)

Name	Address
Gérard SOULA	33 rue Nungesser Meyzieu 69330 FRANCE

Assignee

Name	Address
Flamel Technologies	33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE

0075 USCENT

Assignment of Rights, Title and Interest in Invention	Docket No. 022290.0124N2US
--	-----------------------------------

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

0079 USPT

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0126N1US

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled POLYAMINO ACIDS FUNCTIONALIZED BY AT LEAST ONE(OLIGO)AMINO ACID GROUP AND THERAPEUTIC USES, and in: (fill in all that apply):

United States Patent Application Serial No(s). 10/537,550, filed June 3, 2005; 11/601,691, filed November 20, 2006

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). _____

*Other (specify): FR 02/15269, filed December 4, 2002
PCT/FR03/03458, filed November 24, 2003*

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0126N1US

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled ORAL DOSAGE FORM COMPRISING AN ANTIMISUSE SYSTEM, and in: (fill in all that apply):

United States Patent Application Serial No(s). 11/439,247, filed May 24, 2006; 11/651,577, filed January 10, 2007

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). _____

Other (specify): PCT/EP05/012721, filed June 13, 2005

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention**Docket No. 022290.0163N1US**

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

0095 US

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0179PTUS

*This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled **SOLID, ORAL DRUG FORM WHICH HAS BEEN DESIGNED TO PREVENT MISUSE**, and in: (fill in all that apply):*

United States Patent Application Serial No(s). 11/791,336, filed January 9, 2008

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). _____

Other (specify): FR 0412428, filed November 23, 2004; PCT/FR2005/050969, filed November 21, 2005

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention

Docket No. 022290.0179PTUS

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled ORAL MEDICAMENT BASED ON A PROTON PUMP INHIBITOR, and in: (fill in all that apply):

United States Patent Application Serial No(s). 11/920,278, filed March 9, 2009

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). _____

Other (specify): *FR 05 51259, filed May 13, 2005; PCT/EP2006/062321, filed May 15, 2006*

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention**Docket No. 022290.0184PTUS**

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		

0109 bis US

Assignment of Rights, Title and Interest in Invention

Docket No. 031675.0105P2US

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled NOVEL ACETYSALICYLIC ACID FORMULATIONS, and in: (fill in all that apply):

United States Patent Application Serial No(s). 11/920,749, filed March 20, 2009

United States Provisional Patent Application Serial No(s). 60/683,776, filed May 24, 2005;

60/683,777, filed May 24, 2005

United States Patent No(s). _____

Other (specify): EP 05300407, filed May 24, 2005; PCT/IB2006/003639, filed May 24, 2006

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Gérard SOULA</i>	<i>33 rue Nungesser Meyzieu 69330 FRANCE</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>Flamel Technologies</i>	<i>33 avenue du Docteur Georges Levy Parc Club du Moulin à Vent 69200 Venissieux FRANCE</i>

Assignment of Rights, Title and Interest in Invention

Docket No. 031675.0105P2US

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures, patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Gérard SOULA</i>		