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Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
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TRADEMARK

10-03-2000



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Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
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Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Athena Neurosciences, Inc. Execution Date
Month Day Year
01 15 98

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Shire Pharmaceuticals Group PLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) East Anton

Address (line 2) Andover

Address (line 3) Hampshire England SP10SRG
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other English Public Limited Company
- Citizenship/State of Incorporation/Organization UK

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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10/02/2000 6T0M11 00000176 031250 1975246

01 FC:481 40.00 CH

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Enter for the first Receiving Party only.

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,975,246"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael I. Chakansky (31,600)

8/7/00

Name of Person Signing

Signature

Date Signed

SILLS CUMMIS RADIN TISCHMAN EPSTEIN & GROSS

A PROFESSIONAL CORPORATION

ONE RIVERFRONT PLAZA
NEWARK, NEW JERSEY 07102-5400

(973) 643-7000

FAX: (973) 643-6500

E-MAIL: SILLMAIL@SILLSCUMMIS.COM

ARTHUR J. SILLS (1917-1982)

CLIVE S. CUMMIS
STEVEN S. RADIN
MICHAEL B. TISCHMAN
MORTON S. BUNIS
BARRY M. EPSTEIN
STEVEN E. GROSS
THOMAS J. DEMSKI
JEFFREY H. NEWMAN
LAWRENCE S. HORN
JEFFREY J. GREENBAUM
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THOMAS S. NOWAK
JERRY GENBERG
STUART M. FEINBLATT
MARGARET F. BLACK
BRIAN S. COVEN

TRENT S. DICKEY
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KATHLEEN GENGARO
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THOMAS JAY HALL
MICHAEL I. CHAKANSKY^o
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PAUL P. JOSEPHSON

712 FIFTH AVENUE
NEW YORK, NY 10019
(212) 643-7000
FAX (212) 643-6550

17 GORDON'S ALLEY
ATLANTIC CITY, NJ 08401-7406
(609) 344-2800
FAX (609) 344-7035

1800 K STREET, N.W.
SUITE 1010
WASHINGTON, D.C. 20006
(202) 518-2600
FAX (202) 296-4750

WRITER'S DIRECT DIAL NUMBER:
(973) 643-5875

WRITER'S E-MAIL:
mchakansky@sillscummis.com

NOEL D. HUMPHREYS
KATHERINE SLOSS^o
HARRY B. NORETSKY
JULIA L. BONSALE^o
LAURENCE W. FUTTERMAN^o
EMILIA M. DE MEO
CYNTHIA P. LIEBLING
JAMES E. BRANDT^o
ALBERT D. PAILET⁺
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PHILIP E. STERN
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RHONDA SOBRAL O'TOOLE
ANDREW H. SHERMAN
A. THOMAS SOUTHWICK
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SUSANNE K. ROSENZWEIG
LORI M. WALDRON
DANIEL A. SCHLEIN

AMY M. BELGER
WILLIAM R. HORWITZ
RENEE McDONALD HUTCHINS⁺
BEN TZION H. ZUR
CHRISTIAN PETER JOHNSON^o
JEFFREY M. DARWICK
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KATHLEEN CROCCO
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DEBRA M. LIGHTNER
N. ALEXIS THOMAS^o
VINCENT R. LODATO
STEVEN MAGER
BRIGETTE N. SHRANK
WILLIAM LOUIS HURLOCK
MATTHEW J. HENDERSON^o
DEANE E. CHONKO
STEVEN FLEISCHER
JONATHAN S. JEMISON
ROBERT PAUL MEIER
JONATHAN SIEGEL

SENIOR COUNSEL

DAVID BECK
HERBERT L. ZUCKERMAN

OF COUNSEL

MITCHEL E. OSTRER
KENNETH R. WEINER^o
DIANE M. LAVENDA
CHERIE LEE MAXWELL
STEVEN R. ROWLAND
ERIC S. ARONSON
HELEN KLEINER

^o ADMITTED IN NY ONLY ⁺ ADMITTED IN MD & D.C. ONLY
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PLEASE REPLY TO NEWARK

August 7, 2000

To The Hon. Commissioner of Trademarks
Washington, D.C. 20231

Re: **DESIGNATION OF DOMESTIC REPRESENTATIVE**

MARK: CARBATROL
REG. NO.: 1,975,246
INT. CL.: 5
ATTORNEY DOCKET NO.: 946050/0001
ASSIGNEE/OWNER: SHIRE PHARMACEUTICALS GROUP PLC

SHIRE PHARMACEUTICALS GROUP PLC, an English public limited company, with an address of East Anton, Andover, Hampshire SP10 SRG, England, in connection with the recording contemporaneously hereto of an assignment to it of the above-referenced trademark, et.al, hereto designates:

JACK KHATTAR, PRESIDENT & CEO
SHIRE LABORATORIES, INC.
1550 East Gude Drive
Rockville, Maryland 20850

as its domestic representative pursuant to 15 U.S.C. §1051(e) and 37 C.F.R. §2.24.

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REEL: 002151 FRAME: 0116

Hon. Commissioner of Trademarks
August 7, 2000
Page 2

However, correspondence should be sent to:

MICHAEL I. CHAKANSKY, ESQ.
SILLS CUMMIS RADIN TISCHMAN EPSTEIN & GROSS
One Riverfront Plaza
Newark, NJ 07102-5400

The Commissioner is authorized to charge any fees associated with this communication or the papers filed herewith or credit any overpayment to Deposit Account No.03-1250. A copy of this paper is enclosed.

By: 

Michael I. Chakansky, Esq.
Attorney for
Shire Pharmaceuticals Group plc
(Reg. No. 31,600)

ASSIGNMENT AND
ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated January 15, 1998 and effective as of December 31, 1997 ("Effective Date"), between Athena Neurosciences, Inc., a Delaware corporation with an address of 800 Gateway Boulevard, South San Francisco, California 94080 ("Athena"), and Shire Pharmaceuticals Group plc, an English public limited company with an address of East Anton, Andover, Hampshire SP10 SRG, England ("Issuer").

RECITALS

A. Issuer, one of its affiliates, Athena and one of its affiliates are parties to a Sale and Assignment Agreement dated as of December 23, 1997 ("Sale and Assignment Agreement");

B. The Sale and Assignment Agreement provides, among other things, that the Relevant Know-How, Relevant Intellectual Property, and the Licence Agreement (each as defined therein) be assigned to Issuer; and

C. Issuer and Athena now desire to enter into this Agreement whereby the Relevant Know-How, Relevant Intellectual Property, and the Licence Agreement will be assigned to Issuer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Athena hereby assigns to Issuer all of its right, title and interest in the following assets:

(a) the Relevant Know-How;

(b) the Relevant Intellectual Property, as listed on Schedule 4 and subject to the terms thereof (Relevant Intellectual Property) to the Sale and Assignment Agreement, which Schedule is attached hereto and incorporated by reference, together with all related goodwill and common law rights and all rights, privileges and advantages pertaining thereto (including, without limitation, the right to take proceedings and recover damages and to obtain all other remedies in respect of infringements of such rights); and

(c) the Licence Agreement.


2. Issuer accepts the assignment set forth in Section 1. As of the Effective Date, Issuer hereby assumes and agrees to discharge and perform when due all of Athena's obligations accruing under the Licence Agreement from and after the Effective Date.

3. EXCEPT AS PROVIDED IN THE AGREEMENT (INCLUDING SCHEDULE 2 (REPRESENTATIONS AND WARRANTIES)), THE RELEVANT KNOW-HOW ARE SOLD "AS-IS, WHERE-IS", WITHOUT OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALL OTHER SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

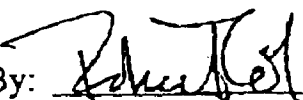
4. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Sale and Assignment Agreement.

IN WITNESS WHEREOF, each of the undersigned have executed this Agreement as of the date first set forth above.

ATHENA NEUROSCIENCES, INC.

By: 
Name: Donald R. Joseph
Title: Vice President & General Counsel

SHIRE PHARMACEUTICALS GROUP PLC

By: 
Name: Robert S. Cohen
Title: Acting by its duly appointed attorney

glevy/agmts/billsal3

Schedule 4
(Relevant Intellectual Property)

U.S. Registered Trademark for CARBATROL, Registration No. 1,975,246.

The Patent Rights set forth below:

"Patent Rights" as used herein shall mean:

- (a) the patent applications listed below, together with all corresponding foreign patent applications heretofore or hereafter filed or having legal force in any country; and
- (b) all patents that have issued or in the future issue from such applications, including utility, model and design patents and certificates of invention,

and all divisionals, continuations, continuations-in-part, reissues, renewals, supplementary protection certificates, extension or additions to any such patents.

U.S. Patent No. 5,326,570, issued 5th July, 1994.

World Patent, Publication WO 93/01804, Published 4th February, 1993.

European Patent Application No. 92916091.9, filed 23rd July, 1993.

Canadian Patent Application No. 2,114,014, filed 23rd July, 1993.

Japanese Patent Application No. 5-503,051, filed 23rd July, 1993.

Mexican Patent Application No. 924343, filed 23rd July, 1993.

U.S. Patent Application Serial No. 08/426,394 filed 21st April, 1995 as a CIP (foreign filed in Mexico, Europe, Japan and Canada).

The New Drug Application filed with the U.S. Food and Drug Administration with respect to Carbatrol.

All Know-How with respect to any formulation of Carbatrol.

All promotional materials (including without limitation prototypes, samples and stock) with respect to Carbatrol.

Athena's Carbatrol 1997-98 Launch and Marketing Plan, except as it relates to:

the ASAP™ Module;

the Therapeutic Risk Assessment for Compliance in Epilepsy Program ("TRACE"), including risk assessment and treatment algorithm;

the Epilepsy Care Advisory Board and the activities with respect thereto, including follow-up fax newsletter;

iVillage banner ads and online conferences; and

the sponsorship of the publication of an epilepsy magazine for patients.

All final marketing reports, studies and analyses performed by or on behalf of Athena with respect to Carbatrol, except that it is expressly agreed that Athena will retain a perpetual, non-exclusive right to use each of the following:

Perceptual mapping study prepared by TVG regarding the epilepsy market, entitled "Perceptions of Carbatrol, Presented by Athena on 11th December 1997,"; the results of patient marketing research conducted by Athena on 15th and 16th December, 1997; and

marketing research conducted by Athena at the 1997 Child Neurology meetings.

Any data obtained by Vector Corporation and by International Processing Corporation in their respective feasibility studies with respect to the manufacture of Carbatrol;

All written reports received from Dr. Freudenthal regarding review of the published literature regarding certain carcinogenicity and toxicity issues for Carbatrol with respect of carbamazepine.

Draft protocol with respect to the Carbatrol gamma scintigraphy clinical study.

Draft report prepared by Phoenix International Life Sciences Inc. with respect to the clinical study undertaken pursuant to the Clinical Study Agreement between Athena and Phoenix International Life Sciences Inc.