

01-12-2001

FORM PTO-1595
1-31-92

RECORDED



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. **234/014**

101581222

3-3-99

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies): Lifescan, Inc.

Address of receiving party:

- Individual
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership
- State: California

Name: Amylin Pharmaceuticals, Inc.

Internal Address: _____

City: _____ State: _____ Zip: _____

Street Address: 9373 Towne Centre Drive

City: San Diego State: CA Zip: 92121

Additional name(s) of conveying party(ies) attached?

- Yes
- No

Additional name(s) & address(es) attached? Yes No

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 12th & June 16th, 1998

4. Application number(s) or Trademark number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s): 75/285,005

B. Trademark No(s): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter R. Munson, Esq.

Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066
Phone: (619) 552-8400

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

9. 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.

Date: March 3, 1999

Peter R. Munson, Reg No. P43,821

Total number of pages including cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT AGREEMENT

AGREEMENT made this 12th day of June, 1998 by and between **LIFESCAN, INC.**, a California corporation having its principal place of business at 1000 Gibraltar Drive, Milpitas, California 95035-6312 ("Assignor") and **AMYLIN PHARMACEUTICALS, INC.**, a Delaware corporation having its principal place of business at 9373 Towne Centre Drive, San Diego, California, U.S.A. 92121 ("Assignee"), each on behalf of itself and its Affiliates.

WHEREAS, Assignor and Assignee entered into a certain Collaboration Agreement, made effective as of the twentieth day of June 1995;

WHEREAS, Section 11.8 (a) of the Collaboration Agreement provides that "Collaboration Products shall be sold under at least one trademark owned jointly by LifeScan and Amylin," and that, "All jointly-owned trademarks shall be registered by LifeScan in the names of Amylin and Lifescan as joint owners in all countries where said marks will be used";

WHEREAS, Assignor recently notified Assignee of its intent to terminate the Collaboration Agreement under Section 14.5 of



that Collaboration Agreement, and Section 14.6(f) of the Collaboration Agreement states that, "LifeScan shall assign all of its rights in and to all Joint Patents and jointly-owned trademarks (and all registrations and applications for registration therefor) to Amylin" in the event of such a termination pursuant to Section 14.5 of the Collaboration Agreement; and

WHEREAS, Assignor is desirous of conveying its joint ownership interest in and to the trademark SYMLIN to Assignee and Assignee is desirous of accepting Assignor's said joint ownership interest.

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

(1) Defined Terms. All terms defined in this Agreement shall have the defined meanings when used herein. Capitalized terms not expressly defined in this Agreement shall have the meanings set forth in the Collaboration Agreement.

(2) Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's joint

ownership interest in and to the trademark SYMLIN, together with all of Assignor's joint ownership interest in and to the registrations and registration applications for the trademark SYMLIN identified on Schedule A hereof, and undertakes to execute, in favor of Assignee, any and all such additional assignment or transfer documents, if any, required under the local laws of any country in which applications have been filed and/or registrations issued for the trademark SYMLIN.

(3) Assignor represents and warrants that Schedule A constitutes a complete list of all registrations and applications for the registration of SYMLIN.

(4) Within fifteen (15) business days after the signing of this Agreement, Assignor will transfer to Assignee or its designee all original files regarding the registrations and applications for registration of SYMLIN which are listed on Schedule A.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement in duplicate originals by their proper officers as of the date and year first above written.



ASSIGNOR

LIFESCAN, INC.

By: Michael Ryan, Jr.

Title: Assistant Secretary

Date: June 16, 1998

ASSIGNEE

AMYLIN PHARMACEUTICALS, INC.:

By: Bradford J. Duft

Title: Sr. Vice President and
General Counsel

Date: June 12, 1998

LKD

SYMLIN

Registrations / Registration Applications

<u>COUNTRY</u>	<u>REGISTRATION/APPLICATION NUMBER</u>
United States	75/285004
United States	75/285005
Austria	172646
Benelux	897362
Denmark	04234
Finland	T199702622
France	97705648
Germany	39730591
Greece	135072
Ireland	2664
Italy	M197C006295
Portugal	324977
Spain	2106915
Sweden	6128
United Kingdom	2140163

trademark\Assignment Agreement rev 5-7-98