

06-27-2001

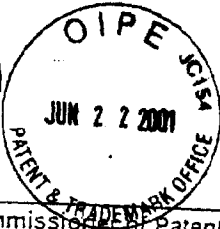
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101762180

MRS
4/9/01



RIS

1819386

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment

Effective Date
Month Day Year
03312001

Conveying Party

Mark if additional names of conveying parties attached

Name Xcel Pharmaceuticals, Inc.

Formerly _____

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

Execution Date
Month Day Year
03312001

Receiving Party

Mark if additional names of receiving parties attached

Name Elan Pharma International Limited

DBA/AK/A _____

Composed of _____

Address (line 1) WIL House

Address (line 2) Shannon Business Park

Address (line 3) Shannon
City

Ireland
State/Country

Zip Code

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

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.)

04/09/2001 DBYRME 00000116 1819386

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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"/>	<input type="text" value="1819386"/>	<input type="text" value="569143"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Gerald Rita 
Name of Person Signing Signature Date Signed

PATENT ASSIGNMENT**(DIASTAT)**

THIS PATENT ASSIGNMENT dated as of March 31, 2001, among Elan Pharmaceuticals, Inc., a Delaware corporation, having its principal offices at 800 Gateway Blvd., South San Francisco, California 94080 ("Assignor") and Xcel Pharmaceuticals, Inc., a Delaware corporation, having its principal offices at 7475 Lusk Blvd., San Diego, CA 92121 ("Assignee").

BACKGROUND

A. Assignor, either itself or through its direct or indirect subsidiaries and affiliates, is the owner of the entire right, title and interest in and to the inventions claimed in the patents and patent applications, any and all divisionals, continuations, continuations-in-part, foreign counterparts, reissues, renewals, extensions (including supplementary protection certificates), additions, registrations and confirmations thereof, together with any applications claiming priority of United States Serial number: 08/122,685, filed on 17 September, 1993, and all patents issuing on any of the aforesaid applications for patent, identified in Schedule A attached hereto (collectively, the "Patents");

B. Assignee desires to acquire Assignor's, and its direct or indirect subsidiaries' and affiliates', entire right, title and interest in and to the Patents; and

C. Assignor makes this assignment pursuant to that certain Diastat Asset Purchase Agreement, dated March 31, 2001, by and among Assignor and Assignee ("Asset Purchase Agreement"), under which Assignee purchased certain Purchased Assets (as defined therein) from Assignor.

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

1. Assignor does hereby sell, assign, transfer and quitclaim unto Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Patents, and Assignor's right to file applications on such inventions, the same to held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made, and Assignor hereby authorizes and requests the Commissioner or Director of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents, to issue all

Letters Patent for the Patents to Assignee, its successors and assigns, in accordance with the terms of the assignment.

2. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee, its successors, assigns or legal representative, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee, its successors, assigns or legal representative, that may be necessary or desirable to transfer to Assignee, its successors, assigns or other legal representative, the Assignor's right, title and interest in and to such Patents, and that Assignor its successors and assigns will, whenever counsel of the Assignee, its successors, assigns or legal representative advises that any proceeding in connection with Patents, or any proceedings in connection with Patents in any country, including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Patents, without charge to the Assignee, its successors, assigns or legal representative, but at the cost and expense of the Assignee, its successors, assigns or legal representatives.

3. Except as set forth in the Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Patents involved in this assignment, and Assignee shall have no recourse against Assignor therefor.

4. If Assignee elects to record this assignment or any other document or transfer with the appropriate U.S. or foreign governmental authorities or registries, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Patent Assignment effective as of March 31, 2001.

ELAN PHARMACEUTICALS, INC.

By: *Lisabeth F. Murphy*
Name: *Lisabeth F. Murphy*
Title: *Vice President & Secretary*

XCEL PHARMACEUTICALS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Patent Assignment effective as of March 31, 2001.

ELAN PHARMACEUTICALS, INC.

By: _____
Name:
Title:

XCEL PHARMACEUTICALS, INC.

By: Michael Ben
Name:
Title:

SCHEDULE A

Schedule of Patents Assigned
and related by
United States Serial number: 08/122,685, filed on 17 September, 1993

COUNTRY	SERIAL NO.	PATENT NO.	TITLE
CANADA	2,171,627 filed: 09/12/1994	(pending)	Rectally-Administered, Epileptic-Seizure-Inhibiting Composition
UNITED STATES	08/122,685 filed: 09/17/1993	5,462,740 issued: 10/31/1995	Rectally-Administered, Epileptic-Seizure-Inhibiting Composition