
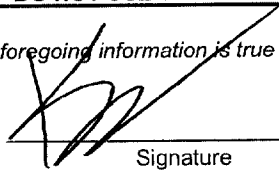


12-31-2001

DEC

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇐ ⇐ ⇐		R  101928288	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <u>128701</u> <u>Shire Pharmaceuticals Group plc</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>A public limited company,</u> <u>organized under the laws of England</u> <u>and Wales</u> </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>	2. Name and address of receiving party(ies) Name: <u>Shire Partners</u> Internal Address: _____ Street Address: <u>7900 Tanners Gate Drive</u> <u>Suite 200</u> City: <u>Florence</u> State: <u>KY</u> Zip: <u>41042</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input checked="" type="checkbox"/> General Partnership <u>Delaware</u> <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other </div> </div> Execution Date: <u>May 1, 1998</u>	4. Application number(s) or registration number(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. Trademark Application No.(s) </div> <div style="width: 50%;"> B. Trademark Registration No.(s) <u>1,975,246</u> </div> </div> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Shire US Inc.</u> Internal Address: <u>Attn: Aaron P. Buda</u> Street Address: <u>7900 Tanners Gate Drive</u> <u>Suite 200</u> City: <u>Florence</u> State: <u>KY</u> Zip: <u>41042</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>n/a</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Kevin T. Anderson</u> Name of Person Signing </div> <div style="width: 40%; text-align: center;">  Signature </div> <div style="width: 20%; text-align: right;"> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> Total number of pages including cover sheet, attachments, and document: 12 </div> <div> Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 </div> </div>			

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 TRADEMARK
 REEL: 002414 FRAME: 0459

Additional Conveying Party

Shire Laboratories Inc.

A corporation organized under the laws of the State of Delaware

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") executed this day of October 11, 2001, with a nunc pro tunc effective date of 15 February 1998 ("Effective Date") between Shire Laboratories Inc. ("Shire") a Delaware Company with an address of 1550 East Gude Drive, Rockville, MD 20850 and Shire Partners, a Delaware partnership with an address of 7900 Tanners Gate Drive, Florence, Kentucky 41042 ("Issuer").

RECITALS

- A. Issuer and Shire are parties to a Sale and Assignment Agreement dated as of 15 February 1998 ("Sale and Assignment Agreement");
- B. The Sale and Assignment Agreement provides, among other things, that the Relevant Know-How, Relevant Intellectual Property, and the License Agreement (each as defined therein) be assigned to Issuer; and
- C. Issuer and Shire desire to enter into this Agreement whereby the Relevant Know-How, Relevant Intellectual Property, and the License Agreement will be assigned to Issuer.

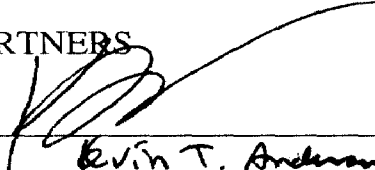
NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. As of the Effective Date, Shire 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 in 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 infringement of such rights); and
 - (c) the License Agreement.
- 2. Issuer accepts the assignment set forth in Section 1. As of the Effective Date, Issuer assumes and agrees to discharge and perform when due all of Shire's obligations accruing under the License Agreement for and after the Effective Date.

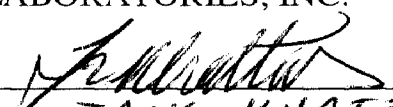
3. EXCEPT AS PROVIDED IN THE AGREEMENT (INCLUDING SCHEDULE 2 (REPRESENTATIONS AND WARRANTIES)), THE RELEVANT KNOW-HOW ARE SOLD "AS-IS, WHERE IS", WITHOUT OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALL OTHER SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY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

SHIRE PARTNERS

By: 
Name: Kevin T. Anderson
Title: Authorized Agent

SHIRE LABORATORIES, INC.

By: 
Name: JACK KHATIAN
Title: President & CEO

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated ~~May~~ 1998 and effective as of 15 February 1998 ("Effective Date") between Shire Pharmaceuticals Group plc, an English public limited company with an address of East Anton, Andover, Hampshire SP10 5RG, England ("SPG") and Shire Partners, a Delaware partnership with an address of 7900 Tanners Gate Drive, Florence, Kentucky 41042, USA ("Issuer").

RECITALS

- A. Issuer and SPG are parties to a Sale and Assignment Agreement dated as of 15 February 1998 ("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 SPG 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, SPG 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 in 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 SPG'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.

SHIRE PARTNERS

By: 
Name: James D. Russo
Title: General Manager

SHIRE PHARMACEUTICALS GROUP PLC

By: 
Name: Robert Cohen
Title: As its Attorney

SHIRE PARTNERS

And

SHIRE PHARMACEUTICALS GROUP PLC

SALE AND ASSIGNMENT AGREEMENT

EFFECTIVE DATE

as of

15 FEBRUARY 1998

THIS AGREEMENT, dated (~~1 May 1998~~) and taking effect as of 15 February 1998 ("Effective Date") is made between SHIRE PARTNERS of 7900 Tanners Gate Drive, Florence, Kentucky 41042, USA ("Shire Partners") and SHIRE PHARMACEUTICALS GROUP PLC of East Anton, Andover, Hampshire SP10 5RG (registered in England No 2883758) ("SPG").

WHEREAS:

- (A) By an agreement dated 1st July 1996, Pharmavene, Inc., (now known as Shire Laboratories Inc.) ("SLI") and Athena Neurosciences, Inc. ("Athena") entered into the License Agreement (as defined in this agreement).
- (B) By an agreement dated 23rd December 1997, Athena Neurosciences, Inc., Elan Corporation plc, Shire Laboratories Inc. and Shire Pharmaceuticals Group plc entered into the Sale and Assignment Agreement (as defined in this agreement).
- (C) SPG has agreed to sell and Shire Partners has agreed to purchase the Transferred Assets (as defined in this agreement) and SPG has agreed to assign to Shire Partners the Relevant Intellectual Property (as defined in this agreement) in respect of the License Agreement on the terms set out in this agreement and SPG has agreed to assign its rights under the License Agreement on the terms set out in this agreement.
- (D) As part of the consideration for the transfer of the Transferred Assets, the assignment of the Relevant Intellectual Property and the assignment of rights under the License Agreement, Shire Partners has agreed to constitute and allot the Loan Note (as defined in this agreement) on the terms set out in this agreement.

NOW IT IS AGREED as follows:

1. Interpretation

1.1 In this agreement and the schedules to it:

"Books and Records"	means those books and records containing or relating to Relevant Know-How or on which any Relevant Know-How is recorded described in <u>Schedule 7</u> (Relevant Assets);
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"Business Day"	means a day (other than a Saturday) on which leading banks are open for business in New York and the City of London;
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"Completion"	means completion of the transfer of the Transferred Assets, the assignment of the Relevant Intellectual Property and the assignment of the License
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- 2.2 (A) SPG confirms that it is the sole owner or licensee of the Transferred Assets (except for the MG-2 purchase orders listed in Schedule 7 (Relevant Assets) which were issued by a Group Company of Athena) and that the Transferred Assets are free from all liens, charges and encumbrances, and from all other rights exercisable by or claims by, third parties claiming by, through or under SPG or any of its Group Companies.
- (B) Except as provided in this agreement (including Schedule 2 (Representations and Warranties)), the Transferred Assets 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.
- 2.3 (A) Shire Partners shall not be liable for any liabilities, including without limitation any unpaid debts, incurred in respect of the Product by SPG or any of its Group Companies prior to Completion that have not been satisfied or discharged in full at or prior to Completion.
- (B) SPG shall not be liable for any liabilities, including without limitation any unpaid debts, incurred in respect of the Product by Shire Partners on or after Completion.
- 2.4 Shire Partners shall be responsible for and shall pay (or reimburse SPG if SPG is required to pay or withhold) all sales taxes or other applicable taxes (other than gross receipts or income taxes of SPG), normally paid by a purchaser on an acquisition of assets or a similar transaction of this type, on the transfer of any of the Transferred Assets and the parties shall reasonably cooperate to minimise any such taxes.

3. Assignment of Intellectual Property

- 3.1 SPG agrees to assign to Shire Partners (to the extent that such rights have not been assigned pursuant to sub-clause 4.1 below) all of its rights, title and interest in and to the Relevant Intellectual Property, 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) to hold unto Shire Partners absolutely.
- 3.2 Any Relevant Intellectual Property, whether or not registered or the subject of an application for registration, shall be assigned to Shire Partners pursuant to the assignments referred to in paragraph 1 (B) (i) of Schedule 1 (Completion arrangements).

4. Assignment of the License Agreement

- 4.1 SPG agrees to assign to Shire Partners all of its rights, title and interests in and under the License Agreement. SPG shall remain obligated to satisfy all sums accrued and due at the date of Completion.

- 17.2 Without limiting sub-clause 17.1, SPG shall, on being required to do so by Shire Partners, assign to Shire Partners the benefit of all claims SPG may have against third parties relating to any of the Transferred Assets arising after Completion (including, without limitation, any claim for breach of warranty or misrepresentation).

18. Entire Agreement

This agreement constitutes the whole and only agreement between the parties relating to the transfer of the Transferred Assets, the assignment of the Relevant Intellectual Property and the assignment of the License Agreement.

19. Assignment

- 19.1 Any party may at any time, with the prior written consent of the other parties (such consent not to be reasonably withheld or delayed) assign all or any part of the benefit of, or its rights or benefits under, this agreement except for any rights granted to SPG pursuant to sub-clause 7.1 (B) and sub-clause 8.6 above and save that no consent shall be required in the case of an assignment (including the rights granted pursuant to sub-clause 7.1 (B) and sub-clause 8.6 to a Subsidiary of the same Holding Company of that party for so long as it so remains.
- 19.2 Any party may disclose to a proposed assignee information in its possession relating to the provisions of this agreement, and the other parties which it is necessary to disclose for the purpose of the proposed assignment, notwithstanding the provisions of clause 21 (Confidentiality), provided that the recipient is bound under comparable written obligations of confidentiality. That disclosure shall be made with the prior approval of the other party where the information is not publicly available.

20. Announcements

- 20.1 No announcements or other public statement concerning the transaction contemplated by this agreement or any ancillary matter shall be made by either party without the prior written approval of the others, that approval not to be unreasonably withheld or delayed.

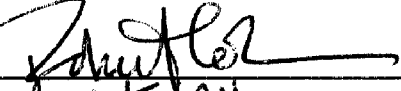
21. Confidentiality

- 21.1 Each party shall treat as confidential all information obtained as a result of entering into or performing this agreement which relates to:
- (A) the provisions of this agreement;
 - (B) the negotiations relating to this agreement;
 - (C) the subject matter of this agreement; or
 - (D) the other party.


This clause shall not apply in the circumstances described in clause 21.2.

IN WITNESS of which this agreement has an effective date which appears on page 1 above.

SHIRE PHARMACEUTICALS GROUP plc

By: 
Its: As its Attorney

SHIRE PARTNERS

By: 
Its: General Manager

Schedule 4
(Relevant Intellectual Property)

U.S. Registered Trademark for CARBRATROL, 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 July 5 1994.

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

European Patent Applications No 92916091.1, filed July 23rd, 1993

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

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

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

U.S. Patent Application Serial No. 08/426,394 filed April 21st 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 ASAPTM Module;

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

RECORDED: 12/27/2001

TRADEMARK
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