

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elan Pharmaceuticals, Inc.		04/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Eisai, Inc.
Street Address:	500 Frank W. Burr Boulevard
Internal Address:	Glenpointe Centre West
City:	Teaneck
State/Country:	NEW JERSEY
Postal Code:	07666-6741
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2820435	
Registration Number:	2548203	Z

CORRESPONDENCE DATA	
Fax Number:	(415)393-9887
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	trademark@ssd.com
Correspondent Name:	Squire, Sanders & Dempsey L.L.P.
Address Line 1:	One Maritime Plaza
Address Line 2:	Suite 300
Address Line 4:	San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	41224.14
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NAME OF SUBMITTER:	Jim Lyons
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Total Attachments: 16
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NORTH AMERICAN ASSIGNMENT OF TRADEMARKS

ZONEGRAN

This TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of April 27, 2004 (the "*Effective Date*"), is made by and among Elan Pharmaceuticals, Inc., a Delaware corporation, with offices at 800 Gateway Blvd., South San Francisco, CA 94080 ("*Assignor*"), and Eisai Inc., a Delaware corporation, with offices at Glenpointe Centre West, 500 Frank W. Burr Boulevard, Teaneck, NJ 07666-6741 ("*Assignee*").

RECITALS

WHEREAS, Assignor has adopted, used and is the owner of the Zonegran Trademarks (as defined below);

WHEREAS, Assignor and Assignee, together with certain of their respective Affiliates, have entered into that certain Asset Purchase Agreement, dated as of March 30, 2004, as amended (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee certain assets, including, without limitation, Assignor's entire, right, title and interest in and to such Zonegran Trademarks; and

WHEREAS, Assignor desires to sell, transfer, convey, assign and deliver such rights to Assignee, and Assignee desires to receive such rights from Assignor, all on the terms and conditions set forth herein.

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

AGREEMENT

1. **Definitions.** Capitalized terms used but not defined in this Assignment shall have the meaning ascribed to them in the Purchase Agreement. As used in this Assignment, "*Zonegran Trademarks*" shall mean all Trademarks owned by the Elan Companies or their Affiliates necessary for, or Primarily Related to, the Exploitation of the Product or the conduct of the Business, including those Trademarks identified on Schedule A of this Assignment, but not including any Elan Corporate Names or any European Trademarks (as that term is defined in that certain assignment of trademarks agreement between Assignor and Eisai Co., Ltd., a company organized under the laws of Japan, dated as of the date hereof and attached hereto as Exhibit 1).

2. **Assignment.** Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's and each of its Affiliates' United States and foreign country (as applicable) rights, title and interest, as of the date hereof, in and to (a) the Zonegran Trademarks, and (b) without limitation to the foregoing, (i) all registrations and applications for any of the Zonegran Trademarks

and all of the goodwill connected with the use of and symbolized by the Zonegran Trademarks, (ii) the right to sue for past, present and future infringement or dilution of any of the Zonegran Trademarks (including, without limitation and for the avoidance of doubt, any unregistered Trademarks), and (iii) all proceeds of the foregoing, including, without limitation, license royalties, income, payments, claims, damages (including, without limitation, attorneys' fees) and proceeds of suit, in each case, for the use and benefit of Assignee and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Further Actions and Recordation. Assignor hereby agrees that it shall not object to any lawful action taken by Assignee in connection with the enforcement of, or the legal protection of, any right, title or interest in and to the Zonegran Trademarks transferred and assigned to Assignee hereunder, and agrees that Assignee shall have full right of substitution for Assignor in any and all such actions. Assignor further covenants and agrees, that it shall from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to record the transfer of title to the trademarks in the United States Patent and Trademark Office or the respective trademark office or governmental agency, and in other jurisdictions where the Zonegran Trademarks are registered or the subject of pending applications. Attached hereto as Exhibit 2, Exhibit 3, and Exhibit 4 are the executed country-specific Assignments of the U.S. Trademarks, Mexican Trademark and Canadian Trademark, respectively.

4. No Other Warranty. Except as set forth herein and in the Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Zonegran Trademarks involved in this Assignment and Assignee shall have no recourse against Assignor therefor.

5. Notice. Any notice to be given to either party hereunder shall be given in accordance with the notice provisions of the Purchase Agreement, which provisions are expressly incorporated herein by this reference.

6. Non-Contravention. Notwithstanding any other provisions of this Assignment to the contrary, except in the case of Section 3 of this Assignment, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including, without limitation, warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

7. GOVERNING LAW; JURISDICTION. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED

IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE INITIATED AND TRIED EXCLUSIVELY IN LOCAL AND FEDERAL COURTS SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK. THE AFOREMENTIONED CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, THEREBY PRECLUDING THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO OR ARISING OUT OF THIS ASSIGNMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION, AND STIPULATES THAT THE LOCAL AND FEDERAL COURTS SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK SHALL HAVE PERSONAL JURISDICTION AND VENUE OVER EACH OF THEM FOR PURPOSES OF LITIGATING ANY DISPUTE, CONTROVERSY OR PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. EACH PARTY HEREBY AUTHORIZES AND AGREES TO ACCEPT SERVICE OF PROCESS SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST IT AS CONTEMPLATED BY THIS SECTION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID TO ITS ADDRESS FOR THE GIVING OF NOTICES AS SET FORTH IN THE PURCHASE AGREEMENT, OR IN THE MANNER SET FORTH IN SECTION 13.01 OF THE PURCHASE AGREEMENT FOR THE GIVING OF NOTICE. ANY FINAL JUDGMENT RECEIVED AGAINST A PARTY IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AS TO THE SUBJECT OF SUCH FINAL JUDGMENT AND MAY BE ENFORCED IN OTHER JURISDICTIONS IN ANY MANNER PROVIDED BY LAW.

8. Third Party Benefits. The terms and provisions of this Assignment are intended solely for the benefit of each party hereto and their respective successors or assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other person, except as otherwise provided in this Assignment.

9. Amendments. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto.

10. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

11. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining pro-

visions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

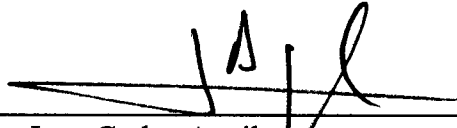
12. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

13. Binding Effect. This Assignment is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

Elan Pharmaceuticals, Inc.

By 
Name: Juan Carlos Aguilera
Title: Senior Vice President, Global Sales, Marketing and Medical Affairs

STATE OF :
: ss.
COUNTY OF :

Before me, a notary public in and for the State and County aforesaid, on this day of , 2004, personally appeared Juan Carlos Aguilera, who acknowledged to me that he is the Senior Vice President, Global Sales, Marketing and Medical Affairs, who executed the within Assignment on behalf of **Elan Pharmaceuticals, Inc.** and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

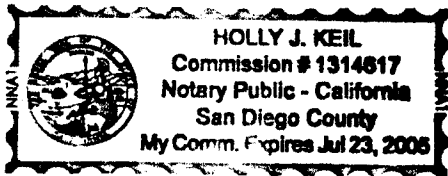
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego } ss.

On 4.20.04, before me, Holly J. Keil
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Juan Carlos Aguilera
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Holly J. Keil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

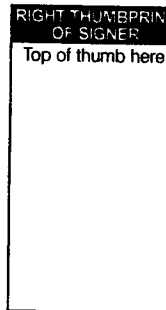
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Eisai Inc.

By H Shimizu
[NAME] Hajime Shimizu
[TITLE] CEO

STATE OF : New York
: ss.
COUNTY OF : New York

Before me, a notary public in and for the State and County aforesaid, on this 27th day of April, 2004, personally appeared Hajime Shimizu, who acknowledged to me that he/she is the CEO, who executed the within Assignment on behalf of Eisai, Inc. and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public [Signature]
My Commission Expires: 2/23/08

SCHEDULE A

TRADEMARK ASSIGNMENT

Mark	Country	App./Reg. No.	Status
Z Logo	Canada	1153041	Pending
Z Logo	Mexico	816758	Registered 12/12/03
Z Logo	United States	2820435	Registered 3/2/04
Z Logo	United States	2548203	Registered 3/12/02

EXHIBIT 1

NON-NORTH AMERICAN ASSIGNMENT OF TRADEMARKS

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[Exhibit 1 has been intentionally omitted.]

EXHIBIT 2

ASSIGNMENT OF U.S. TRADEMARKS

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ASSIGNMENT OF U.S. TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "*Assignment*") dated as of April 27, 2004 (the "*Effective Date*"), is made by and among Elan Pharmaceuticals, Inc., a Delaware corporation, with offices at 800 Gateway Blvd., South San Francisco, CA 94080 ("*Assignor*"), and Eisai Inc., a Delaware corporation, with offices at Glenpointe Centre West, 500 Frank W. Burr Boulevard, Teaneck, NJ 07666-6741 ("*Assignee*").

WHEREAS, Assignor is the owner of the trademarks and registrations listed on Schedule A attached hereto (the "*Z Logos*");

WHEREAS, Assignor desires to sell, transfer, convey, assign and deliver such rights to Assignee, and Assignee desires to receive such rights from Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, pursuant to the terms of the North American Assignment of Trademarks by and between Assignor and Assignee, dated as of the date hereof, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's rights, title and interest, as of the date hereof, in and to the Z Logos and the registrations thereof listed on Schedule A attached hereto, together with the goodwill of the business associated with and symbolized by said Z Logos and registrations.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

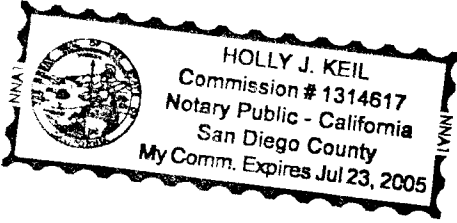
County of San Diego } SS.

On 4-20-04, before me, Holly J. Keil
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Juan Carlos Aguirre
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Holly J. Keil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

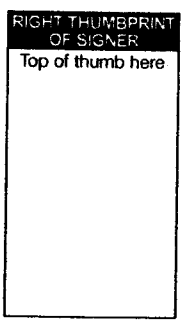
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



SCHEDULE A

ASSIGNMENT OF U.S. TRADEMARKS

TRADEMARK	REG. NO.
Z Logo	2820435
Z Logo	2548203