

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elan Pharmaceuticals, Inc.		05/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Vernalis Development Limited
Street Address:	Oakdene Court, 613 Reading Road
City:	Winnersh, Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG41 5UA
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78017693	FROVA

CORRESPONDENCE DATA	
Fax Number:	(312)554-8015
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 554-8000
Email:	jam@pattishall.com
Correspondent Name:	Janet A. Marvel
Address Line 1:	311 S. Wacker Drive, Suite 5000
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	00578-00015
-------------------------	-------------

DOMESTIC REPRESENTATIVE	
Name:	Janet A. Marvel
Address Line 1:	311 S. Wacker Drive, Suite 5000
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Cindy L. Bulhuis
--------------------	------------------

CH \$40.00 78017693

**Total Attachments: 6**

source=frova-001#page1.tif

source=frova-002#page1.tif

source=frova-003#page1.tif

source=frova-004#page1.tif

source=frova-005#page1.tif

source=frova-006#page1.tif

**C L I F F O R D  
C H A N C E**

LIMITED LIABILITY PARTNERSHIP

EXECUTION COPY

ELAN PHARMACEUTICALS, INC.

AND

VERNALIS DEVELOPMENT LIMITED

---

TRADE MARK DEED OF ASSIGNMENT: UNITED STATES

---

THIS DEED OF ASSIGNMENT is made on 18 May 2004

**BETWEEN:**

- (1) **ELAN PHARMACEUTICALS, INC.** a company organised and existing under the laws of the State of Delaware, whose registered place of business is at 800 Gateway Blvd., South San Francisco, California 94080, U.S.A. (the "Assignor"); and
- (2) **VERNALIS DEVELOPMENT LIMITED**, a company incorporated in England and Wales (registered no. 02600483), whose registered office is at Oakdene Court, 613 Reading Road, Winnersh, Berkshire RG41 5UA (the "Assignee").

**THE PARTIES AGREE** as follows:

1. **DEFINITIONS**

1.1 In this Deed of Assignment:

"Sale and Purchase Agreement" means the agreement dated 29 March 2004 and made between, amongst others, the Assignor and the Assignee under which the Assignor agreed, *inter alia*, to assign the Trade Mark Application to the Assignee; and

"Trade Mark Application" means U.S. Federal trade mark application no. 78017693 for "FROVA".

2. **ASSIGNMENT**

2.1 Pursuant to the Sale and Purchase Agreement and subject only to the encumbrances specified in the Sale and Purchase Agreement, the Assignor with full title guarantee hereby assigns and transfers to the Assignee absolutely all of its right, title and interest in:

2.1.1 the Trade Mark Application (in respect of all the goods or services for which registration is sought) and (in each case) all legal rights and immunities (howsoever derived) attaching thereto; and

2.1.2 the goodwill attaching to the Trade Mark Application and all goods in respect of which it is used; and

2.1.3 the right to sue for and to recover damages or other remedies in respect of any infringement of the Trade Mark Application which may have occurred before the date of this Deed of Assignment.

3. **FURTHER ASSURANCE**

3.1 The Assignor shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the assignment provided for in this Deed of Assignment.

3.2 The Assignor shall have no obligation to provide the Assignee with any assistance or cooperation in relation to the conduct of any proceedings or other action taken in connection with any infringement, suspected infringement or acts carried out by a third party within the scope of the Trade Mark Application and shall not be required to join as a party to any such proceedings, and the Assignee hereby waives any entitlement it may have under any law to require the same from the Assignor.

4. **ASSISTANCE WITH THE TRADE MARK APPLICATION**

4.1 The Assignor shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request with the completion of the registration of trade mark(s) pursuant to the Trade Mark Application.

5. **NOTICES**

5.1 The terms and conditions regarding notice contained within Clause 28 (*Notices*) of the Sale and Purchase Agreement shall apply, *mutatis mutandis*, to any notice given pursuant to this Deed of Assignment.

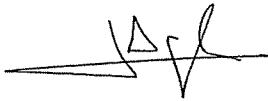
6. **GOVERNING LAW AND JURISDICTION**

6.1 This Deed of Assignment and all matters arising out of or in connection with it are governed by English law.

6.2 The courts of England and Wales shall have exclusive jurisdiction to settle disputes arising out of or in connection with this Deed of Assignment.

EXECUTED by the parties as a deed

Executed as a deed by  
ELAN PHARMACEUTICALS, INC. )  
A company incorporated in the State of Delaware, )  
Being a person who in accordance with the )  
Laws of that territory, is acting under the authority of )  
Elan Pharmaceuticals, Inc. )



in the presence of:

Signature:

Name:

Address:

Executed as a deed by  
VERNALIS DEVELOPMENT LIMITED )  
)

\_\_\_\_\_ Signature of director

\_\_\_\_\_ Name of director

\_\_\_\_\_ Signature of director/ secretary

\_\_\_\_\_ Name of director/ secretary

EXECUTED by the parties as a deed

Executed as a deed by )  
 ELAN PHARMACEUTICALS, INC. )  
 A company incorporated in the State of Delaware, )  
 Being a person who in accordance with the )  
 Laws of that territory, is acting under the authority of )  
 Elan Pharmaceuticals, Inc. )

in the presence of:

Signature:

Name:

Address:

Executed as a deed by )  
 VERNALIS DEVELOPMENT LIMITED )

*A. J. Weir* Signature of director  
A. J. WEIR. Name of director

*J. Bond* Signature of director/ secretary  
JONATHAN BOND Name of director/ secretary

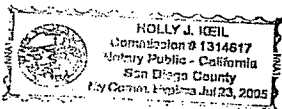
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Diego } ss.

On 9-11-04, before me, Holly J. Keil  
Date Name and Title (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: \_\_\_\_\_