

# VIA FACSIMILE - 703-306-5995

Form PTO-1594

rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Our Ref.: 3977-8

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State: Delaware  
 Other: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Medeus Pharma Limited  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 15 Portland Place  
City: London State: \_\_\_\_\_ Zip: W1P 1BT  
Country: ENGLAND

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other company incorporated in England and Wales

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Designations must be a separate document from Assignment)  
Additional name/s & address/es attached  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Assignment               Change of Name  
 Other: \_\_\_\_\_

Execution Date: February 12, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
(1) 78/139,623 - MYOCET  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Donna J. Bunton  
Internal Address: \_\_\_\_\_  
Street Address: Nixon & Vanderhve P.C.  
1100 North Glebe Road  
8th Floor  
City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Signature.  
Donna J. Bunton                      *Donna J. Bunton*                      September 17, 2004  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 5

DJB:pav

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 141140 78139623

**THIS DEED OF ASSIGNMENT** is made on *12 February* 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., San Francisco, California 94080, U.S.A. (the "Assignor"); and
- (2) **MEDEUS PHARMA LIMITED**, a company incorporated in England and Wales (registered no. 04885565), whose registered office is at 15 Portland Place, London, England, W1P 1BT (the "Assignee").

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS**

**1.1** In this Deed of Assignment:

"Registered Trade Marks" means the trade mark registrations listed in part A of the schedule to this Deed of Assignment;

"Sale and Purchase Agreement" means the agreement dated 23 December 2003 and made between amongst others, Elan Corporation plc and the Assignee under which Elan Corporation plc agreed, *inter alia*, to procure the assignment of the Registered Trade Marks and the Trade Mark Applications to the Assignee; and

"Trade Mark Applications" means the applications for trade mark registrations listed in part B of the schedule to this Deed of Assignment and the benefit of any trade mark registration granted pursuant thereto.

**2. ASSIGNMENT**

**2.1** Pursuant to the Sale and Purchase Agreement and subject to Clause 2.2 and to the encumbrances specified in the Sale and Purchase Agreement, the Assignor hereby assigns and transfers to the Assignee absolutely all of its right, title and interest in the:

**2.1.1** Registered Trade Marks (in respect of all the goods or services for which the Registered Trade Marks are registered); and

**2.1.2** Trade Mark Applications (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

**2.1.3** the goodwill attaching to the Registered Trade Marks and the Trade Mark Applications; and

**2.1.4** the right to sue for and to recover damages or other remedies in respect of any infringement of the Registered Trade Marks or the Trade Mark Applications 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 or suspected infringement of any of the Registered Trade Marks or acts carried out by a third party within the scope of the Trade Mark Applications 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 APPLICATIONS**

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 marks pursuant to the Trade Mark Applications.

5. **NOTICES**

5.1 The terms and conditions regarding notice contained within clause 38 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.

**SCHEDULE  
THE REGISTERED TRADE MARKS AND TRADE MARK APPLICATIONS**

**Part A: Registered Trade Marks**

<u>Last Recorded Proprietor</u>	<u>Mark</u>	<u>Application No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
The Liposome Co	LOGO*	74/405,115	June 22, 1993
		1827185	Mar. 22, 1994

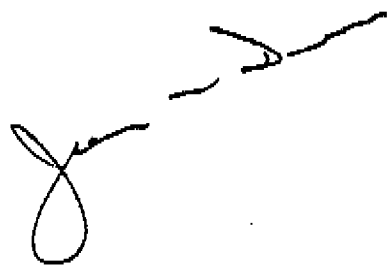


**Part B: Trade Mark Applications**

<u>Last Recorded Proprietor</u>	<u>Mark</u>	<u>Application No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
Elan Pharmaceuticals, Inc.	MYOCET	78139623	June 27, 2002
		n/a	n/a

**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:

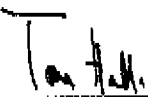
Name:

Address:

Executed as a deed by )  
**MEDEUS PHARMA LIMITED** )

 Signature of director

CATHRIN PETTY Name of director

 Signature of director/ ~~secretary~~

TOM HALL Name of director/ ~~secretary~~