

11-22-2005

EET



103123519

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

KOS Pharmaceuticals, Inc.

11-18-05

2. Name and address of receiving party(ies):

Name: KOS Life Sciences, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached?

Yes  No

2200 N Commerce Parkway, Suite 300

Assignment

Merger

Security Agreement

Change of Name

Other

2200 N Commerce Parkway, Suite 300

City: Weston State Florida ZIP 33326

Execution Date: August 1, 2003

Additional name(s) & address attached?

Yes  No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

76/380522 76/380523 76/475169 76/475171 76/380524  
75/791261

B. Registration No.(s)

2,769,627 2,490,416 2,467,489 2,463,632 2,415,732  
2,424,240 2,548,562 2,420,319 2,505,637 2,548,825  
2,425,724 2,540,924 2,414,314 2,339,064 2,339,063  
2,352,350 1,611,010

Additional numbers attached?

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

1

Name: Karen Bechtold, Esq.

Internal Address:

KOS Pharmaceuticals, Inc.

7. Total fee (37 CFR 3.41).....

\$ 920.00

Enclosed

Authorized to be charged to deposit account

Street Address: 1 Cedar Brook Drive

8. Deposit Account Number:

50-2543

City: Cranbury State NJ ZIP 08512

(Attach duplicate copy of this page if pay by deposit account)

DO NOT USE THIS SPACE

9. 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.

Karen Bechtold, Esq.

*Karen P Bechtold*

November 8, 2005

Name of Person Signing

Signature

Date

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

12

TRADEMARK

REEL: 003257 FRAME: 0679

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
NOV 18 AM 7:49  
11/24/2005 08:08:52  
0000150 502543  
01 FF:821  
02 FF:822

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is dated as of August 1, 2003, by and between Kos Pharmaceuticals, Inc., a Florida corporation ("Kos") and Kos Life Sciences, Inc., a Delaware corporation ("KLS").

WHEREAS, Kos is the owner of all right, title and interest in and to the assets and intellectual property shown on the attached Schedule A ("Foreign Assets"); and

WHEREAS, Kos is the owner of all right, title and interest in and to the assets and intellectual property shown on the attached Schedule B ("U.S. Assets"); and

WHEREAS, Kos wishes to assign to KLS and KLS wishes to acquire the Foreign Assets shown on the attached Schedule A and the U.S. Assets shown on the attached Schedule B;

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Effective as of August 1, 2003 (the "Foreign Effective Date"), Kos hereby assigns the following Foreign Assets to KLS:

(i) all right, title and interest, including all common law rights, in and to the trademarks shown in Schedule A and all slogans, logotypes, designs, and trade dress associated therewith (the "Foreign Trademarks"), together with the foreign federal registrations and applications for registration of the Foreign Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Foreign Trademarks, to be held and enjoyed by KLS for its own use and benefit and for its successors and assigns as the same would have been held by Kos had this assignment not been made, and the goodwill of the business symbolized by the Foreign Trademarks;

(ii) all right, title and interest in and to the patents and patent applications shown in Schedule A (the "Foreign Patents"), including all reissues, reexaminations, divisions, continuations, continuations-in-part, and extensions thereof, to be held and enjoyed by KLS as fully and entirely as they would have been held and enjoyed by Kos if this assignment had not been made, including all licenses of and proceeds from the Foreign Patents, all claims, demands and rights to recovery that Kos has or may have in profits and damages for past and future infringements, if any, and all rights to compromise, sue for, and collect such profits and damages;

(iii) all right, title, and interest in and to all inventions and know-how shown in Schedule A (the "Foreign Inventions"), and all intellectual property rights relating thereto, including, without limitation, trade secret rights in the Foreign Inventions, and all rights of action arising from the Foreign Inventions, to be held and enjoyed by KLS for its own use and benefit and for its successors and assigns as the same would have been held by Kos had this assignment not been made;

(iv) all right, title, and interest in and to all copyrights owned by Kos as of the Foreign Effective Date that are not otherwise excluded from assignment under the terms of this Agreement, whether or not such copyrights have been registered (collectively, the "Foreign Copyrights"), including, without limitation, all registrations and applications for registration of the Foreign Copyrights, all licenses of and proceeds from the Foreign Copyrights, all publishing, electronic publishing, and other proprietary rights arising from or related to the Foreign Copyrights, all causes of action relating to the Foreign Copyrights that may have arisen prior to this assignment, and any recovery resulting from such causes of action; and

(v) any other assets owned or licensed to Kos that are directly related to Kos' intellectual property and/or Kos' research and development activities in all countries other than the United States.

2. Effective as of January 1, 2004 (the "U.S. Effective Date"), Kos hereby assigns the following U.S. Assets to KLS:

(i) all right, title and interest, including all common law rights, in and to the trademarks shown in Schedule B and all slogans, logotypes, designs, and trade dress associated therewith (the "U.S. Trademarks"), together with the U.S. federal registrations and applications for registration of the U.S. Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the U.S. Trademarks, to be held and enjoyed by KLS for its own use and benefit and for its successors and assigns as the same would have been held by Kos had this assignment not been made, and the goodwill of the business symbolized by the U.S. Trademarks;

(ii) all right, title and interest in and to the U.S. patents and patent applications shown in Schedule B (the "U.S. Patents"), including all reissues, reexaminations, divisions, continuations, continuations-in-part, and extensions thereof, to be held and enjoyed by KLS as fully and entirely as they would have been held and enjoyed by Kos if this assignment had not been made, including all licenses of and proceeds from the U.S. Patents, all claims, demands and rights to recovery that Kos has or may have in profits and damages for past and future infringements, if any, and all rights to compromise, sue for, and collect such profits and damages;

(iii) all right, title, and interest in and to all inventions and know-how shown in Schedule B (the "U.S. Inventions"), and all intellectual property rights relating thereto, including, without limitation, trade secret rights in the U.S. Inventions, and all rights of action arising from the U.S. Inventions, to be held and enjoyed by KLS for its own use and benefit and for its successors and assigns as the same would have been held by Kos had this assignment not been made;

(iv) all right, title, and interest in and to all copyrights owned by Kos as of the U.S. Effective Date that are not otherwise excluded from assignment under the terms of this Agreement, whether or not such copyrights have been registered (collectively, the "U.S. Copyrights"), including, without limitation, all registrations and applications for registration of the U.S. Copyrights, all licenses of and proceeds from the U.S. Copyrights, all publishing, electronic publishing, and other proprietary rights arising from or related to the U.S. Copyrights,

all causes of action relating to the U.S. Copyrights that may have arisen prior to this assignment, and any recovery resulting from such causes of action; and

(v) any other assets owned or licensed to Kos that are directly related to Kos' intellectual property and/or Kos' research and development activities in the United States.

3. Kos and KLS shall each take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Agreement. Such actions may include, without limitation, the execution of additional documents to record the assignment made in this Agreement and the filing of such documents with the appropriate governmental authorities.

4. This Agreement may be executed in any number of counterparts, which may be by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be dated as of the day first mentioned above.

KOS PHARMACEUTICALS, INC.  
a Florida corporation

By: Adrian Adams  
Name: Adrian Adams  
Title: President, Chief Executive Officer

KOS LIFE SCIENCES, INC.  
a Delaware corporation

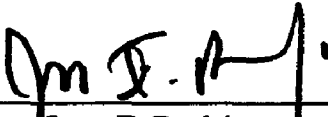
By: \_\_\_\_\_  
Name: Juan F. Rodriguez  
Title: Secretary

IN WITNESS WHEREOF, the parties have caused this Agreement to be dated as of the day first mentioned above.

KOS PHARMACEUTICALS, INC.  
a Florida corporation

By: \_\_\_\_\_  
Name: Adrian Adams  
Title: President, Chief Executive Officer

KOS LIFE SCIENCES, INC.  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Juan F. Rodriguez  
Title: Secretary

Schedule A

**TRADEMARKS**

Mark	Territory
ADVICOR	AE
ADVICOR	AT
ADVICOR	AU
ADVICOR	AW
ADVICOR	BA
ADVICOR	BB
ADVICOR	BD
ADVICOR	BO
ADVICOR	BR
ADVICOR	BS
ADVICOR	BZ
ADVICOR	CA
ADVICOR	CH
ADVICOR	CL
ADVICOR	CN
ADVICOR	CO
ADVICOR	CR
ADVICOR	CTM
ADVICOR	CU
ADVICOR	DO
ADVICOR	EC
ADVICOR	EG
ADVICOR	GT
ADVICOR	HK
ADVICOR	HN
ADVICOR	HR
ADVICOR	HT
ADVICOR	HU
ADVICOR	ID
ADVICOR	IL
ADVICOR	IN
ADVICOR	IS
ADVICOR	JM
ADVICOR	KE
ADVICOR	KR
ADVICOR	LB
ADVICOR	LI
ADVICOR	MK

Mark	Territory
ADVICOR	MX
ADVICOR	MY
ADVICOR	NI
ADVICOR	NO
ADVICOR	NZ
ADVICOR	PA
ADVICOR	PE
ADVICOR	PK
ADVICOR	PK
ADVICOR	PL
ADVICOR	PY
ADVICOR	RU
ADVICOR	SG
ADVICOR	SI
ADVICOR	SK
ADVICOR	SV
ADVICOR	TK
ADVICOR	TR
ADVICOR	TT
ADVICOR	TW
ADVICOR	UY
ADVICOR	VE
ADVICOR	VN
ADVICOR	YU
ADVICOR	ZA
ADVICOR Chinese	CN
ADVICOR CYR	MP
NIASPAN	AE
NIASPAN	AR
NIASPAN	AU
NIASPAN	AW
NIASPAN	BA
NIASPAN	BB
NIASPAN	BD
NIASPAN	BO
NIASPAN	BR
NIASPAN	BS
NIASPAN	BZ

Mark	Territory
NIASPAN	CA
NIASPAN	CH
NIASPAN	CL
NIASPAN	CN
NIASPAN	CO
NIASPAN	CR
NIASPAN	CTM
NIASPAN	CU
NIASPAN	DO
NIASPAN	EC
NIASPAN	EG
NIASPAN	GB
NIASPAN	GT
NIASPAN	HK
NIASPAN	HN
NIASPAN	HR
NIASPAN	HT
NIASPAN	HU
NIASPAN	ID
NIASPAN	IL
NIASPAN	IN
NIASPAN	IS
NIASPAN	JM
NIASPAN	JP
NIASPAN	KE
NIASPAN	KP
NIASPAN	KR
NIASPAN	LB
NIASPAN	LI
NIASPAN	MK
NIASPAN	MX
NIASPAN	MY
NIASPAN	NI
NIASPAN	NO
NIASPAN	NZ
NIASPAN	PA
NIASPAN	PE
NIASPAN	PH
NIASPAN	PK
NIASPAN	PL
NIASPAN	PY
NIASPAN	RU

Mark	Territory
NIASPAN	SG
NIASPAN	SI
NIASPAN	SK
NIASPAN	SU
NIASPAN	TH
NIASPAN	TR
NIASPAN	TT
NIASPAN	TW
NIASPAN	UY
NIASPAN	VE
NIASPAN	VN
NIASPAN	YU
NIASPAN	ZA
NIASPAN Chinese	CN
NIASPAN CYR	MP
NIASPAN LOGO	AR
NIASPAN LOGO	BO
NIASPAN LOGO	BR
NIASPAN LOGO	CL
NIASPAN LOGO	CO
NIASPAN LOGO	CR
NIASPAN LOGO	CTM
NIASPAN LOGO	DO
NIASPAN LOGO	EC
NIASPAN LOGO	HN
NIASPAN LOGO	MP
NIASPAN LOGO	MP
NIASPAN LOGO	MX
NIASPAN LOGO	NI
NIASPAN LOGO	PA
NIASPAN LOGO	PE
NIASPAN LOGO	PH
NIASPAN LOGO	SV
NIASPAN LOGO	VE
NIASPANOR	CTM
NIASPANOR	DK
NIASPANOR	IT
NIASPANOR	KP
NIASPANOR	KR
NIASPANOR DES KR	KR
NIASPANOR DES KR CH	KR



Mark	Territory
NIASPANOR HUNAN DES	KR
NIASPANOR KR CHAR	KR

Mark	Territory
REMEVEL	CTM
REMICOR	CTM
SPANACOR	CTM

## PATENTS

Docket No	Serial Number
500591-7094.1AU	2002256333
500591-7094.1CA	2444601
500591-7094.1EP	2725786.4
500591-7094.1JP	2002-582704
500591-7094.1MX	PA/a/2003/009661
50454-51603IT2	98910260.3
50454-55999AU	18224/92
50454-55999IN	418/Cal/92
50454-55999JP	16883/92
50454-55999KR	92-11177
50454-56000AT	93401681.7
50454-56000BE	93401681.7
50454-56000CH	93401681.7
50454-56000DE	93401681.7
50454-56000DK	93401681.7
50454-56000EP	93401681.7
50454-56000EPDV	2079607.4
50454-56000ES	93401681.7
50454-56000FR	93401681.7
50454-56000GB	93401681.7
50454-56000GR	93401681.7
50454-56000IE	93401681.7
50454-56000IT	93401681.7
50454-56000LU	93401681.7
50454-56000MC	93401681.7
50454-56000NL	93401681.7
50454-56000PT	93401681.7
50454-56000SE	93401681.7
50454-56101EP	94306847.8
50454-56103AT2	98910260.3
50454-56103AU	63481/98
50454-56103AU2	64545/98
50454-56103AU2DV	47518/02
50454-56103AUDV	47517/02

Docket No	Serial Number
50454-56103BE2	98910260.3
50454-56103BR	PI9815454-0
50454-56103BR2	PI9815457-5
50454-56103CA	2283159
50454-56103CA2	2283322
50454-56103CH2	98910260.3
50454-56103DE2	98910260.3
50454-56103DK2	98910260.3
50454-56103EP	98907745.8
50454-56103EP2	98910260.3
50454-56103ES2	98910260.3
50454-56103FI	991896
50454-56103FI2	991895
50454-56103FR2	98910260.3
50454-56103GR2	98910260.3
50454-56103IE2	98910260.3
50454-56103LU2	98910260.3
50454-56103MC2	98910260.3
50454-56103NL2	98910260.3
50454-56103NO	P19994275
50454-56103NO2	19994248
50454-56103PT2	98910260.3
50454-56103SE2	989102603.3
50454-56103UK2	98910260.3
50454-56104AU	199886801
50454-56104AUDV	2002313846
50454-56104BR	PI9815548-2
50454-56104CA	2298549
50454-56104EP	98938228.8
50454-56104IL	134271
50454-56104JP	2000-504849
50454-56104KR	10-2000-7001094
50454-56104NO	2000 0439
50454-56104NZ	502549

Docket No	Serial Number
50454-56104NZDV	520176
50454-56105CA	2297756
50454-56105EP	98937313.9
50454-56105NO	P2000 0406
50454-56106AU	86800/98
50454-56106AUDV	2002300546
50454-56106BR	PI9815549-0
50454-56106CA	2297764
50454-56106EP	98938227

Docket No	Serial Number
50454-56106IL	134272
50454-56106NO	20000407
50454-56106NZ	502522
50454-56106NZDV	525486
50718-003CA1	2236274
50718-004CA3	2405870
50718-004MX3	PA/a/2002/009804
50898-0137CA	2183069

**Schedule B**

**TRADEMARKS**

<b>Serial No.</b>	<b>Registration No</b>	<b>Word Mark</b>
76380522		PIONEERING MEDICINES FOR A BETTER LIFE
76380523		MULTI-DIMENSIONAL LIPID MODIFIER
76139593	2769627	ADVICOR
76060213	2490416	MOVES ALL LIPIDS IN THE RIGHT DIRECTION
76475169		PERIC
76475171		PERISPAN
76380524		TG LDL HDL LP(A)
75931250	2467489	GOOD MEDICINE FOR GOOD CHOLESTEROL
75931157	2463632	KOS
75879360	2415732	HEART ALLIANCE PROGRAM
75859002	2424240	HYDROGEL PROGRAMMED-RELEASE TECHNOLOGY
75851771	2548562	ONCE-AT-NIGHT
75851018	2420319	NITE-SYSTEM
75847443	2505637	THE CASTELLI CUBE
75971154	2548825	ONCE-AT-NIGHT NIASPAN
75663940	2425724	KOS
75608437	2540924	HEART ALLIANCE
75367388	2414314	KOS
75367357	2339064	KOS
75366995	2339063	THE DIFFERENCE IS IN THE DELIVERY
75366825	2352350	NIASPAN NITE SYSTEM
75791261		ONCE-AT-NIGHT
7383497	1611010	NIASPAN

**PATENTS**

<b>Serial No</b>	<b>Filing Date</b>	<b>Patent No</b>	<b>Issue Date</b>	<b>Title</b>
08/962027	10/31/1997	6818229	11/16/2004	Intermediate release nicotinic acid compositions for treating hyperlipidemia
08/962424	10/31/1997	6746691	06/08/2004	Intermediate release nicotinic acid compositions for treating hyperlipidemia having unique biopharmaceutical characteristics
08/962422	10/31/1997	6676967	01/13/2004	Methods for reducing flushing in individuals being treated with nicotinic acid for hyperlipidemia
10/212484	08/05/2002	6596308	07/22/2003	Controlled release pharmaceutical composition
09/790239	02/21/2001	6524615	02/25/2003	Controlled release pharmaceutical composition
09/649776	08/29/2000	6491950	12/10/2002	A Controlled Release Pharmaceutical Composition
08/962423	10/31/1997	6406715	06/18/2002	Intermediate release nicotinic acid compositions for treating hyperlipidemia having unique urinary metabolite profiles
09/262664	03/04/1999	6155251	12/05/2000	Breath coordinated inhaler
09/470603	12/22/1999			Nicotinic acid compositions for treating hyperlipidemia and related methods therefore
10/444145	5/23/2003			Nicotinic acid compositions for treating hyperlipidemia and related methods therefore
08/960447	10/31/1997			Methods for treating hyperlipidemia with intermediate release nicotinic acid compositions having unique biopharmaceutical characteristics
08/962421	10/31/1997			Intermediate release nicotinic acid compositions for treating hyperlipidemia which exhibit an in vivo stair-stepped absorption curve
10/260027	09/20/2003			Combinations of HMG-CoA reductase inhibitors and nicotinic acid compounds and methods for treating hyperlipidemia once a day at night
11/071099	1/5/2005			Combinations of HMG-CoA reductase inhibitors and nicotinic acid compounds and methods for treating hyperlipidemia once a day at night

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