

Señores

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

DIRECCIÓN DE NUEVAS CREACIONES

E. _____ S. _____

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 10-082162-00004-0000
Fecha: 2010-11-26 17:07:25 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 33

Re: Expediente N°. 10-082.162

Solicitud de Patente de Invención "FORMULACIONES FARMACEUTICAS DE FENILEFRINA Y COMPOSICIONES PARA ABSORCION TRANSMUCOSAL"

Solicitante: SCHERING-PLOUGH HEATHCARE PRODUCTS INC.

Nuestra Re: P2010/000091

RESPUESTA AL OFICIO N° 9488 NOTIFICADO
POR FIJACION EN LISTA No. 262, DE FECHA 30 DE JULIO DE 2010,
(EXAMEN DE FORMA)

CARLOS R. OLARTE, mayor de edad y vecino de Bogotá, identificado tal como aparece al pie de mi firma, en mi carácter de apoderado de la sociedad en referencia, me permito dar respuesta al auto proferido por ese Despacho, dentro del término legal previsto en el artículo 39 de la Decisión 486 en los siguientes términos:

1. En respuesta a la única observación del Examinador, me permito aportar junto al presente memorial un (1) documento de cesión debidamente legalizado, según los artículos 259 y 260 del CPC, en los que consta la cesión de ocho (8) inventores al solicitante, según lo previsto en el Art. 26-k de la Decisión 486.

Atentamente,

CARLOS R. OLARTE
CC. No. 79.782.747 de Bogotá
T.P. 74.295

Adjunto: Documento de Cesión

10-91-1
2

**APOSTILLA
(CONVENCION DE LA HAYA DEL 5 DE OCTUBRE DE 1961)**

1. PAÍS: ESTADOS UNIDOS DE AMERICA
2. ESTE DOCUMENTO PÚBLICO HA SIDO FIRMADO POR: BARBARA ANN COZZI
3. EN CALIDAD DE: NOTARIO PÚBLICO DE NEW JERSEY
4. CERTIFICADO CON EL SELLO DE: BARBARA ANN COZZI, NOTARIO PÚBLICO

CERTIFICÓ

5. EN TRENTON, NEW JERSEY
6. EL 15 DE NOVIEMBRE DE 2010
7. POR: R. Andrew P. Sidamon-Eristoff, Actuando como Tesorero de Estado
8. No. A410101
9. SELLO:
10. FIRMA: (ILEGIBLE)

Certificado No. 118726144

ESTADO DE NUEVA JERSEY) SS:

CONDADO DE UNION)

Yo CYNTHIA A. FRANCISCO, con el presente juro que las fotocopias anexas de: cesiones y acuerdos de estados unidos, Caso No. OT06767, titulado " **FORMULACIONES FARMACEUTICAS DE FENILEFERINE Y COMPOSICIONES PARA ABSORCION TRANSMUCOSA**" autenticas, correctas y completas copias de los documentos originales por los cuales yo tengo responsabilidad de custodia.

Firma.

CYNTHIA A. FRANCISCO
ADMINISTRADOR LEGAL GENERAL

Suscrito y Juramentado ante mi el 21 de noviembre de 2008.

(firma) BARBARA ANN COZZI
Notario Público de New Jersey
Mi comisión vence el 30 de Noviembre de 2013

Caso Extranjero No.: OT06767

NOTARIO PÚBLICO
R. Andrew P. Sidamon-Eristoff
NOT. - INGLÉS

136

CESION

Por buena y generosa consideración pagada a favor nuestro,

(1)	<u>David Monteith</u>	<u>Residente de Pittstown, NJ</u>
(2)	<u>John O'mullane</u>	<u>Residente de Monuntain Lakes, NJ</u>
(3)	<u>Joseph P. Reo</u>	<u>Residente de Lakeland, TN</u>
(4)	<u>Dennis Nelson</u>	<u>Residente de Memphis, TN</u>
(5)	<u>Jiansheng Wan</u>	<u>Residente de Warren, NJ</u>
(6)	<u>Xiaoming Chen</u>	<u>Residente de Westfield, NJ</u>
(7)	<u>Mohammed A. Kabir</u>	<u>Residente de Lakeland, TN</u>
(8)	<u>Robert T. Nowak</u>	<u>Residente de New Peovidence, NJ</u>

(de aquí en adelante CEDENTES), somos los inventores de la invención reivindicada en

FORMULACIONES FARMACEUTICAS DE FENILEFERINE Y **COMPOSICIONES PARA ABSORCION TRANSMUCOSA**

Para la cual nosotros hemos presentado/presentaremos una solicitud en la Oficina Receptora de los Estados Unidos (Oficina de Marcas y Patentes de los Estados Unidos de América) oficialmente identificada* como solicitud de patente internacional número 61/012,223 presentada el 7 de diciembre de 2007; y

por **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, una compañía constituida bajo las leyes del Estado de Delaware, Estados Unidos de América; con domicilio principal en 3030 Jackson Avenue, Memphis, Tennessee 38151, Estados Unidos de América, (de ahora en adelante CESIONARIO) está deseoso de obtener la totalidad de los derechos, títulos e interés en, y en virtud de la invención divulgada en esa solicitud o solicitudes;

AHORA, EN CONSECUENCIA, por una buena y considerable prestación, el recibo de que se reconoce por la presente, los CEDENTES han vendido, con derecho de presentar solicitudes de patente a nombre del CESIONARIO, su designado o cualquiera o todos nuestros nombres, a su elección, con respecto a las anteriores invenciones y descubrimientos en todos los países del mundo, junto con todos los derechos de prioridad en los anteriores países que deriven de la anterior solicitud de patente bajo la Convención Internacional para la Protección de la Propiedad Industrial, bajo la Convención Inter-americana con relación a Invenciones, Patentes, Diseños y Modelos Industriales y bajo cualquier otro convenio internacional bajo el cual los Estados Unidos ahora o en adelante se convierta en signatario, para cualquier o todas las Patentes que se otorgaran con respecto a cualquiera de las anteriores solicitudes de patente, para cualquier solicitud reivindicando beneficios de prioridad sobre una solicitud de patente provisional u otras solicitudes presentadas sobre dichos inventos, y para cualquier continuación, división, re-otorgamiento, renovación y extensión de la misma de cualesquiera de dichas Patentes, el mismo que debe ser poseído y usufructuado por dicho CESIONARIO, sus sucesores, cesionarios, u otros representantes legales, en todo su alcance por lo que implica el otorgamiento de una patente, de manera tan entera

MAURICE URREGO V.
TRA. TOP. INTERPRETE OFICIAL
INGLES - ESPANOL - NOROCCIDENTALES
RES. 200000 DIA 17-1-1968

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- | | | |
|-----|--------------------------|--|
| (4) | <u>Dennis Nelson</u> | <u>Residente de Memphis, TN</u> |
| (5) | <u>Jiansheng Wan</u> | <u>Residente de Warren, NJ</u> |
| (6) | <u>Xiaoming Chen</u> | <u>Residente de Westfield, NJ</u> |
| (7) | <u>Mohammed A. Kabir</u> | <u>Residente de Lakeland, TN</u> |
| (8) | <u>Robert T. Nowak</u> | <u>Residente de New Peovidence, NJ</u> |

(de aquí en adelante CEDENTES), somos los inventores de la invención reivindicada en

FORMULACIONES FARMACEUTICAS DE FENILEFERINE Y
COMPOSICIONES PARA ABSORCION TRANSMUCOSA

Para la cual nosotros hemos presentado/presentaremos una solicitud en la Oficina Receptora de los Estados Unidos (Oficina de Marcas y Patentes de los Estados Unidos de América) oficialmente identificada* como solicitud de patente internacional número 61/012,223 presentada el 7 de diciembre de 2007; y

por **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, una compañía constituida bajo las leyes del Estado de Delaware, Estados Unidos de América, con domicilio principal en 3030 Jackson Avenue, Memphis, Tennessee 38151, Estados Unidos de América, (de ahora en adelante CESIONARIO) está deseoso de obtener la totalidad de los derechos, títulos e interés en, y en virtud de la invención divulgada en esa solicitud o solicitudes;

AHORA, EN CONSECUENCIA, por una buena y considerable prestación, el recibo de que se reconoce por la presente, los CEDENTES han vendido, con derecho de presentar solicitudes de patente a nombre del CESIONARIO, su designado o cualquiera o todos nuestros nombres, a su elección, con respecto a las anteriores invenciones y descubrimientos en todos los países del mundo, junto con todos los derechos de prioridad en los anteriores países que deriven de la anterior solicitud de patente bajo la Convención Internacional para la Protección de la Propiedad Industrial, bajo la Convención Inter-americana con relación a Invenciones, Patentes, Diseños y Modelos Industriales y bajo cualquier otro convenio internacional bajo el cual los Estados Unidos ahora o en adelante se convierta en signatario, para cualquier o todas las Patentes que se otorgaran con respecto a cualquiera de las anteriores solicitudes de patente, para cualquier solicitud reivindicando beneficios de prioridad sobre una solicitud de patente provisional u otras solicitudes presentadas sobre dichos inventos, y para cualquier continuación, división, re-otorgamiento, renovación y extensión de la misma de cualesquiera de dichas Patentes, el mismo que debe ser poseído y usufructuado por dicho CESIONARIO, sus sucesores, cesionarios, u otros representantes legales, en todo su alcance por lo que implica el otorgamiento de una patente, de manera tan entera como si hubiera sido poseída y usufructuada por nosotros si esta cesión y venta no se hubiera realizado.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos y entregaremos cualquier y todos los documentos necesarios o deseables para perfeccionar el título de los anteriores inventos o descubrimientos, solicitudes de patente, Patentes y continuaciones, divisiones, re-otorgamientos, renovaciones, y extensiones del mismo a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que

MAURICE L. REED V.
TRA. TOS. DE REGISTRO OFICIAL
INGLES - ESPANOL - CHINESE
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evidencie esta cesión y venta según sea necesario o deseable para el registro del mismo ante la Oficina de Patentes de cualquier país en cuestión, y que nosotros, en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos cualquier solicitud divisional o adicional para patentes de dichos inventos y descubrimientos, o cualquier parte o partes del mismo, y solicitudes de patentes de confirmación, registro e importación con base en dicha Patente y sobre Patentes que salgan otorgadas a partir de dichas solicitudes divisionales y adicionales y renovaciones y extensiones del mismo, y realizaremos las necesarias declaraciones juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales.

*Por medio de la presente autorizamos al CESIONARIO adicionar a este instrumento el número de solicitud y la fecha de presentación de dicha solicitud de patentes.

Ejecutado el 25 de noviembre de 2008.

David Monteith, L.S.

RECONOCIMIENTO

Estado de New Jersey)

Condado de Union) s.s.:

El 25 de noviembre de 2008, personalmente compareció ante mi David Monteith, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.

(sello)

(firmado KATHLEEN M. JENKINS)

Notario Público

Mi comisión vence el 8 de octubre de 2011

Ejecutado el 25 de noviembre de 2008.

Jiansheng Wan, L.S.

RECONOCIMIENTO

Estado de New Jersey)

Condado de Union) s.s.:

El 25 de noviembre de 2008, personalmente compareció ante mi Jiansheng Wan, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.

(sello)

(firmado KATHLEEN M. JENKINS)

Notario Público

Mi comisión vence el 8 de octubre de 2011

CASO DE PATENTE OT06767L01US

CESION


KATHLEEN M. JENKINS
NOTARY PUBLIC
STATE OF NEW JERSEY

Por buena y generosa consideración pagada a favor nuestro,

- | | |
|------------------------------|--|
| (1) <u>David Monteith</u> | <u>Residente de Pittstown, NJ</u> |
| (2) <u>John O'mullane</u> | <u>Residente de Monuntain Lakes, NJ;</u> |
| (3) <u>Joseph P. Reo</u> | <u>Residente de Lakeland, TN</u> ; |
| (4) <u>Dennis Nelson</u> | <u>Residente de Memphis, TN</u> |
| (5) <u>Jiansheng Wan</u> | <u>Residente de Warren, NJ</u> ; |
| (6) <u>Xiaoming Chen</u> | <u>Residente de Westfield, NJ</u> ; |
| (7) <u>Mohammed A. Kabir</u> | <u>Residente de Lakeland, TN</u> ; |
| (8) <u>Robert T. Nowak</u> | <u>Residente de New Peovidence, NJ ;</u> |

(de aquí en adelante CEDENTES), somos los inventores de la invención reivindicada en

FORMULACIONES FARMACEUTICAS DE FENIEFERINE Y
COMPOSICIONES PARA ABSORCION TRANSMUCOSA

Para la cual nosotros hemos presentado/presentaremos una solicitud en la Oficina Receptora de los Estados Unidos (Oficina de Marcas y Patentes de los Estados Unidos de América) oficialmente identificada* como solicitud de patente internacional número 61/012,223 presentada el 7 de diciembre de 2007; y

por **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.,** una compañía constituida bajo las leyes del Estado de Delaware, Estados Unidos de América, con domicilio principal en 3030 Jackson Avenue, Memphis, Tennessee 38151, Estados Unidos de América, (de ahora en adelante CESIONARIO) está deseoso de obtener la totalidad de los derechos, títulos e interés en, y en virtud de la invención divulgada en esa solicitud o solicitudes;

AHORA, EN CONSECUENCIA, por una buena y considerable prestación, el recibo de que se reconoce por la presente, los CEDENTES han vendido, con derecho de presentar solicitudes de patente a nombre del CESIONARIO, su designado o cualquiera o todos nuestros nombres, a su elección, con respecto a las anteriores invenciones y descubrimientos en todos los países del mundo, junto con todos los derechos de prioridad en los anteriores países que deriven de la anterior solicitud de patente bajo la Convención Internacional para la Protección de la Propiedad Industrial, bajo la Convención Inter-americana con relación a Invenciones, Patentes, Diseños y Modelos Industriales y bajo cualquier otro convenio internacional bajo el cual los Estados Unidos ahora o en adelante se convierta en signatario, para cualquier o todas las Patentes que se otorgaran con respecto a cualquiera de las anteriores solicitudes de patente, para cualquier solicitud reivindicando beneficios de prioridad sobre una solicitud de patente provisional u otras solicitudes presentadas sobre dichos inventos, y para cualquier continuación, división, re-otorgamiento, renovación y extensión de la misma de cualesquiera de dichas Patentes, el mismo que debe ser poseído y usufructuado por dicho CESIONARIO, sus sucesores, cesionarios, u otros representantes legales, en todo su alcance por lo que implica el otorgamiento de una patente, de manera tan entera como si hubiera sido poseída y usufructuada por nosotros si esta cesión y venta no se hubiera realizado.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos y entregaremos cualquier y todos los documentos necesarios o deseables para perfeccionar el título de

MAURICE URREGO V.
TRA...
INGLIS - ESPANOL - ES - ANOL - ...
REX...
135

los anteriores inventos o descubrimientos, solicitudes de patente, Patentes y continuaciones, divisiones, re-otorgamientos, renovaciones, y extensiones del mismo a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable para el registro del mismo ante la Oficina de Patentes de cualquier país en cuestión, y que nosotros, en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos cualquier solicitud divisional o adicional para patentes de dichos inventos y descubrimientos, o cualquier parte o partes del mismo, y solicitudes de patentes de confirmación, registro e importación con base en dicha Patente y sobre Patentes que salgan otorgadas a partir de dichas solicitudes divisionales y adicionales y renovaciones y extensiones del mismo, y realizaremos las necesarias declaraciones juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales.

*Por medio de la presente autorizamos al CESIONARIO adicionar a este instrumento el número de solicitud y la fecha de presentación de dicha solicitud de patentes.

Ejecutado el 2 de diciembre de 2008.
John O'mullane, L.S.

RECONOCIMIENTO
Estado de New Jersey)
Condado de Essex) s.s.:

El 2 de diciembre de 2008, personalmente compareció ante mi John O'mullane, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.
(sello)

(firmado JANE POWER)
Notario Público de New Jersey
Mi comisión vence el 22 de mayo de 2012

Ejecutado el 2 de diciembre de 2008.
Robert T. Nowak, L.S.

RECONOCIMIENTO
Estado de New Jersey)
Condado de Essex) s.s.:

El 2 de diciembre de 2008, personalmente compareció ante mi Robert T. Nowak, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.
(sello)

(firmado JANE POWER)
Notario Público de New Jersey
Mi comisión vence el 22 de mayo de 2012

CASO DE PATENTE OT06767L01US

MAURICE URREOLA V.
TRANSLADOR JURADO OFICIAL
INGLES - ESPAÑOL
RES. 10-10-11

CESION

Por buena y generosa consideración pagada a favor nuestro,

(1) <u>David Monteith</u>	<u>Residente de Pittstown, NJ</u>
(2) <u>John O'mullane</u>	<u>Residente de Monuntain Lakes, NJ</u>
(3) <u>Joseph P. Reo</u>	<u>Residente de Lakeland, TN</u>
(4) <u>Dennis Nelson</u>	<u>Residente de Memphis, TN</u>
(5) <u>Jiansheng Wan</u>	<u>Residente de Warren, NJ</u>
(6) <u>Xiaoming Chen</u>	<u>Residente de Westfield, NJ</u>
(7) <u>Mohammed A. Kabir</u>	<u>Residente de Lakeland, TN</u>
(8) <u>Robert T. Nowak</u>	<u>Residente de New Peovidence, NJ</u>

(de aquí en adelante CEDENTES), somos los inventores de la invención reivindicada en

FORMULACIONES FARMACEUTICAS DE FENILEFERINE Y **COMPOSICIONES PARA ABSORCION TRANSMUCOSA**

Para la cual nosotros hemos presentado/presentaremos una solicitud en la Oficina Receptora de los Estados Unidos (Oficina de Marcas y Patentes de los Estados Unidos de América) oficialmente identificada* como solicitud de patente internacional número 61/012,223 presentada el 7 de diciembre de 2007; y

por **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, una compañía constituida bajo las leyes del Estado de Delaware, Estados Unidos de América, con domicilio principal en 3030 Jackson Avenue, Memphis, Tennessee 38151, Estados Unidos de América, (de ahora en adelante CESIONARIO) está deseoso de obtener la totalidad de los derechos, títulos e interés en, y en virtud de la invención divulgada en esa solicitud o solicitudes;

AHORA, EN CONSECUENCIA, por una buena y considerable prestación, el recibo de que se reconoce por la presente, los CEDENTES han vendido, con derecho de presentar solicitudes de patente a nombre del CESIONARIO, su designado o cualquiera o todos nuestros nombres, a su elección, con respecto a las anteriores invenciones y descubrimientos en todos los países del mundo, junto con todos los derechos de prioridad en los anteriores países que deriven de la anterior solicitud de patente bajo la Convención Internacional para la Protección de la Propiedad Industrial, bajo la Convención Inter-americana con relación a Invenciones, Patentes, Diseños y Modelos Industriales y bajo cualquier otro convenio internacional bajo el cual los Estados Unidos ahora o en adelante se convierta en signatario, para cualquier o todas las Patentes que se otorgaran con respecto a cualquiera de las anteriores solicitudes de patente, para cualquier solicitud reivindicando beneficios de prioridad sobre una solicitud de patente provisional u otras solicitudes presentadas sobre dichos inventos, y para cualquier continuación, división, re-otorgamiento, renovación y extensión de la misma de cualesquiera de dichas Patentes, el mismo que debe ser poseído y usufructuado por dicho CESIONARIO, sus sucesores, cesionarios, u otros representantes legales, en todo su alcance por lo que implica el otorgamiento de una patente, de manera tan entera como si hubiera sido poseída y usufructuada por nosotros si esta cesión y venta no se hubiera realizado.

MAURICE M. COV.
SECRETARY OF OFFICIAL
INGLES
J. S. COV.
LES

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos y entregaremos cualquier y todos los documentos necesarios o deseables para perfeccionar el título de los anteriores inventos o descubrimientos, solicitudes de patente, Patentes y continuaciones, divisiones, re-otorgamientos, renovaciones, y extensiones del mismo a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable para el registro del mismo ante la Oficina de Patentes de cualquier país en cuestión, y que nosotros, en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos cualquier solicitud divisional o adicional para patentes de dichos inventos y descubrimientos, o cualquier parte o partes del mismo, y solicitudes de patentes de confirmación, registro e importación con base en dicha Patente y sobre Patentes que salgan otorgadas a partir de dichas solicitudes divisionales y adicionales y renovaciones y extensiones del mismo, y realizaremos las necesarias declaraciones juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales.

*Por medio de la presente autorizamos al CESIONARIO adicionar a este instrumento el número de solicitud y la fecha de presentación de dicha solicitud de patentes.

Ejecutado el 5 de diciembre de 2008.

Joseph P. Reo, L.S.

RECONOCIMIENTO

Estado de Tennessee)

Condado de Shelby) s.s.:

El 5 de diciembre de 2008, personalmente compareció ante mi Joseph P. Reo, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.

(sello)

(firmado DONNA C. FOSTER)

Notario Público Estado de Tennessee

Mi comisión vence el 27 de noviembre de 2010

Ejecutado el 5 de diciembre de 2008.

Dennis Nelson, L.S.

RECONOCIMIENTO

Estado de Tennessee)

Condado de Shelby) s.s.:

El 5 de diciembre de 2008, personalmente compareció ante mi Dennis Nelson, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.

(sello)

(firmado DONNA C. FOSTER)

Donna C. Foster
Notary Public
Tennessee
My Commission Expires 11/27/2010

Notario Público Estado de Tennessee
Mi comisión vence el 27 de noviembre de 2010

Ejecutado el 5 de diciembre de 2008.
Mohammed A. Kabir, L.S.

RECONOCIMIENTO
Estado de Tennessee)
Condado de Shelby) s.s.:

El 5 de diciembre de 2008, personalmente compareció ante mí Mohammed A. Kabir, conocido del suscrito, y conocido del suscrito como la persona descrita en el anterior instrumento y quien lo suscribió, la cual reconoció que suscribió el mismo por su propia voluntad y para los fines expuestos en el mismo.
(sello)

(firmado DONNA C. FOSTER)
Notario Público Estado de Tennessee
Mi comisión vence el 27 de noviembre de 2010

MAURICE URREGO V.
TRANSLATOR INTERPRETE OFICIAL
INGLES - ESPAÑOL - ESPAÑOL - INGLÉS
REG. MINIST. COM. 11-2-1999

APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

12

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
BARBARA ANN COZZI
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
BARBARA ANN COZZI, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 15TH DAY OF NOVEMBER 2010
7. BY: Andrew P Sidamon-Eristoff
State Treasurer
8. NO: A410101
9. SEAL/STAMP:
10. SIGNATURE



Signature of Andrew P. Sidamon-Eristoff

Certificate Number: 118726144

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Cynthia A. Francisco
CYNTHIA A. FRANCISCO
DIRECTOR, ASSET MANAGEMENT

Barbara Ann Cioffi
NOTARY PUBLIC

141

(Provisional - Joint)

PATENT CASE: OT06767L01US

ASSIGNMENT

WHEREAS, WE,

- (1) DAVID MONTEITH, residing at PITTSBOWN, NJ,
- (2) JOHN O'MULLANE, residing at MOUNTAIN LAKES, NJ,
- (3) JOSEPH P. REO, residing at LAKELAND, TN,
- (4) DENNIS NELSON, residing at MEMPHIS, TN,
- (5) JIANSHENG WAN, residing at WARREN, NJ,
- (6) XIAOMING CHEN, residing at WESTFIELD, NJ,
- (7) MOHAMMED A. KABIR, residing at LAKELAND, TN,
- (8) ROBERT T. NOWAK, residing at NEW PROVIDENCE, NJ,

(hereinafter ASSIGNORS), are the inventors of the invention disclosed or claimed in

PHENYLEPHERINE PHARMACEUTICAL FORMULATIONS AND COMPOSITIONS FOR TRANSMUCOSAL ABSORPTION

for which we have filed/will be filing an application with the United States Patent and Trademark Office officially identified* as Application Number 61/012,223 filed on December 7, 2007; and

WHEREAS, **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without

further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this _____ day of _____, 20____.

DAVID MONTEITH L.S.

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
DAVID MONTEITH to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

JOHN O'MULLANE L.S.

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JOHN O'MULLANE to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

153

16

Executed this _____ day of _____, 20____.

L.S.
JOSEPH P. REO

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JOSEPH P. REO to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.
DENNIS NELSON

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
DENNIS NELSON to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

154

Executed this _____ day of _____, 20____.

L.S.
JIANSHENG WAN**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JIANSHENG WAN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary PublicExecuted this 26th day of November, 2008._____
L.S.
XIAOMING CHEN**ACKNOWLEDGEMENT**State of New Jersey)
County of Union) s.s.:

On this 26th day of November, 2008, personally appeared before me
XIAOMING CHEN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

RICHARD P. DASILVA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 2009

145

18

Executed this _____ day of _____, 20____.

L.S.

MOHAMMED A. KABIR

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
MOHAMMED A. KABIR to me known, and known by me to be the same person
described in and who executed the foregoing instrument, and acknowledged that he (she) executed
the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.

ROBERT T. NOWAK

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
ROBERT T. NOWAK to me known, and known by me to be the same person described
in and who executed the foregoing instrument, and acknowledged that he (she) executed the same,
of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

146

(Provisional - Joint)

PATENT CASE: OT06767L01US

ASSIGNMENT

WHEREAS, WE,

- | | | |
|-----|--------------------------|---------------------------------------|
| (1) | <u>DAVID MONTEITH</u> | residing at <u>PITTSTOWN, NJ</u> |
| (2) | <u>JOHN O'MULLANE</u> | residing at <u>MOUNTAIN LAKES, NJ</u> |
| (3) | <u>JOSEPH P. REO</u> | residing at <u>LAKE LAND, TN</u> |
| (4) | <u>DENNIS NELSON</u> | residing at <u>MEMPHIS, TN</u> |
| (5) | <u>JIANSHENG WAN</u> | residing at <u>WARREN, NJ</u> |
| (6) | <u>XIAOMING CHEN</u> | residing at <u>WESTFIELD, NJ</u> |
| (7) | <u>MOHAMMED A. KABIR</u> | residing at <u>LAKE LAND, TN</u> |
| (8) | <u>ROBERT T. NOWAK</u> | residing at <u>NEW PROVIDENCE, NJ</u> |

(hereinafter ASSIGNORS), are the inventors of the invention disclosed or claimed in

PHENYLEPHERINE PHARMACEUTICAL FORMULATIONS AND COMPOSITIONS FOR TRANSMUCOSAL ABSORPTION

for which we have filed/will be filing an application with the United States Patent and Trademark Office officially identified* as Application Number 61/012,223 filed on December 7, 2007; and

WHEREAS, **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without

further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this 25th day of November, 2008.

DAVID MONTEITH S.

ACKNOWLEDGEMENT

State of New Jersey) s.s.:
County of Union

On this 25th day of November, 2008, personally appeared before me DAVID MONTEITH to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

KATHLEEN M. JENKINS
NOTARY PUBLIC
MY COMMISSION EXPIRES:
October 8, 2011

Kathleen M. Jenkins
Notary Public

Executed this _____ day of _____, 20____.

JOHN O'MULLANE L.S.

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me JOHN O'MULLANE to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

21

Executed this _____ day of _____, 20____.

L.S.
JOSEPH P. REO**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JOSEPH P. REO to me known, and known by me to be the same person described in and
who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his
(her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.
DENNIS NELSON**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
DENNIS NELSON to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

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22

Executed this 25th day of November, 2008.Jiansheng Wan L.S.
JIANSHENG WAN**ACKNOWLEDGEMENT**State of New Jersey, s.s.:
County of UnionOn this 25th day of November, 2008, personally appeared before me
JIANSHENG WAN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

KATHLEEN M. JENKINS
NOTARY PUBLIC
MY COMMISSION EXPIRES:
October 8, 2011Kathleen Jenkins
Notary Public

Executed this _____ day of _____, 20____.

L.S.
XIAOMING CHEN**ACKNOWLEDGEMENT**State of _____, s.s.:
County of _____On this _____ day of _____, 20____, personally appeared before me
XIAOMING CHEN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

150

JB

Executed this _____ day of _____, 20____.

MOHAMMED A. KABIR L.S.

ACKNOWLEDGEMENT

State of _____)
 County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
MOHAMMED A. KABIR to me known, and known by me to be the same person
 described in and who executed the foregoing instrument, and acknowledged that he (she) executed
 the same, of his (her) own free will for the purpose set forth.

(Seal)

 Notary Public

Executed this _____ day of _____, 20____.

ROBERT T. NOWAK L.S.

ACKNOWLEDGEMENT

State of _____)
 County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
ROBERT T. NOWAK to me known, and known by me to be the same person described
 in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
 his (her) own free will for the purpose set forth.

(Seal)

 Notary Public

(Provisional - Joint)

PATENT CASE: OT06767L01US

ASSIGNMENT

WHEREAS, WE,

- (1) DAVID MONTEITH, residing at PITTSTOWN, NJ,
- (2) JOHN O'MULLANE, residing at MOUNTAIN LAKES, NJ,
- (3) JOSEPH P. REO, residing at LAKELAND, TN,
- (4) DENNIS NELSON, residing at MEMPHIS, TN,
- (5) JIANSHENG WAN, residing at WARREN, NJ,
- (6) XIAOMING CHEN, residing at WESTFIELD, NJ,
- (7) MOHAMMED A. KABIR, residing at LAKELAND, TN,
- (8) ROBERT T. NOWAK, residing at NEW PROVIDENCE, NJ

(hereinafter ASSIGNORS), are the inventors of the invention disclosed or claimed in

PHENYLEPHERINE PHARMACEUTICAL FORMULATIONS AND COMPOSITIONS FOR TRANSMUCOSAL ABSORPTION

for which we have filed/will be filing an application with the United States Patent and Trademark Office officially identified* as Application Number 61/012,223 filed on December 7, 2007; and

WHEREAS, **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without

further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this _____ day of _____, 20____.

L.S.
DAVID MONTEITH

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
DAVID MONTEITH to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this 2nd day of December, 2008.

[Signature]
L.S.
JOHN O'MULLANE

ACKNOWLEDGEMENT

State of New Jersey)
County of Essex) s.s.:

On this 2 day of December, 2008, personally appeared before me
JOHN O'MULLANE to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

[Signature]
Notary Public



Executed this _____ day of _____, 20____.

L.S.
JOSEPH P. REO**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JOSEPH P. REO to me known, and known by me to be the same person described in and
who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his
(her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.
DENNIS NELSON**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
DENNIS NELSON to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

153

Executed this _____ day of _____, 20____.

L.S.
JIANSHENG WAN**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JIANSHENG WAN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.
XIAOMING CHEN**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
XIAOMING CHEN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

157

Executed this _____ day of _____, 20____.

MOHAMMED A. KABIR L.S.**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
MOHAMMED A. KABIR to me known, and known by me to be the same person
described in and who executed the foregoing instrument, and acknowledged that he (she) executed
the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary PublicExecuted this 2 day of Dec, 2008.
Robert T. Nowak L.S.
ROBERT T. NOWAK**ACKNOWLEDGEMENT**State of New Jersey)
County of Essex) s.s.:

On this 2 day of December, 2008, personally appeared before me
ROBERT T. NOWAK to me known, and known by me to be the same person described
in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Jane E. Polner
Notary Public of New Jersey
My Commission Expires May 22, 2012

(Provisional - Joint)

PATENT CASE: OT06767L01US

ASSIGNMENT

WHEREAS, WE,

- (1) DAVID MONTEITH, residing at PITTSTOWN, NJ
- (2) JOHN O'MULLANE, residing at MOUNTAIN LAKES, NJ
- (3) JOSEPH P. REO, residing at LAKELAND, TN
- (4) DENNIS NELSON, residing at MEMPHIS, TN
- (5) JIANSHENG WAN, residing at WARREN, NJ
- (6) XIAOMING CHEN, residing at WESTFIELD, NJ
- (7) MOHAMMED A. KABIR, residing at LAKELAND, TN
- (8) ROBERT T. NOWAK, residing at NEW PROVIDENCE, NJ

(hereinafter ASSIGNORS), are the inventors of the invention disclosed or claimed in

PHENYLEPHERINE PHARMACEUTICAL FORMULATIONS AND COMPOSITIONS FOR TRANSMUCOSAL ABSORPTION

for which we have filed/will be filing an application with the United States Patent and Trademark Office officially identified* as Application Number 61/012,223 filed on December 7, 2007; and

WHEREAS, **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without

157

further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this _____ day of _____, 20____.

L.S.
DAVID MONTEITH

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
DAVID MONTEITH to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.
JOHN O'MULLANE

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JOHN O'MULLANE to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

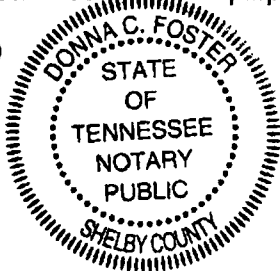
158

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Executed this 05 day of December, 2008.Joseph P. Reo L.S.
JOSEPH P. REO**ACKNOWLEDGEMENT**State of Tennessee)
County of Shelby) s.s.:

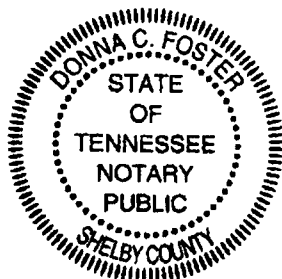
On this 5th day of December, 2008, personally appeared before me **JOSEPH P. REO** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Donna C. Foster
Notary Public**MY COMMISSION EXPIRES:**
November 27, 2010Executed this 5 day of DECEMBER, 2008.Dennis Nelson L.S.
DENNIS NELSON**ACKNOWLEDGEMENT**State of Tennessee)
County of Shelby) s.s.:

On this 5th day of December, 2008, personally appeared before me **DENNIS NELSON** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Donna C. Foster
Notary Public**MY COMMISSION EXPIRES:**
November 27, 2010

154

32✓

Executed this _____ day of _____, 20____.

L.S.
JIANSHENG WAN**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
JIANSHENG WAN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.
XIAOMING CHEN**ACKNOWLEDGEMENT**State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
XIAOMING CHEN to me known, and known by me to be the same person described in
and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
his (her) own free will for the purpose set forth.

(Seal)

Notary Public

160

23

Executed this 05 day of DEC, 2008.

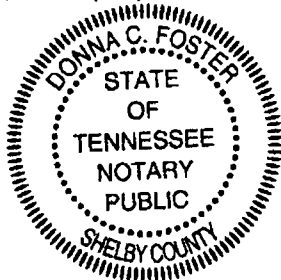
MOHAMMED A. KABIR L.S.
MOHAMMED A. KABIR

ACKNOWLEDGEMENT

State of Tennessee)
 County of Shelby) s.s.:

On this 5th day of December, 2008, personally appeared before me
MOHAMMED A. KABIR to me known, and known by me to be the same person
 described in and who executed the foregoing instrument, and acknowledged that he (she) executed
 the same, of his (her) own free will for the purpose set forth.

(Seal)



Donna C Foster
 Notary Public

MY COMMISSION EXPIRES:
 November 27, 2010

Executed this _____ day of _____, 20____.

 L.S.
ROBERT T. NOWAK

ACKNOWLEDGEMENT

State of _____)
 County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me
ROBERT T. NOWAK to me known, and known by me to be the same person described
 in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of
 his (her) own free will for the purpose set forth.

(Seal)

 Notary Public

161

2020
Bogotá, D.C.,

Folio 162

Doctor:

OLARTE GARCIA CARLOS R.

Apoderado (a) y/o Representante de

SCHERING – PLOUGH HEALTHCARE PRODUCTS, INC.

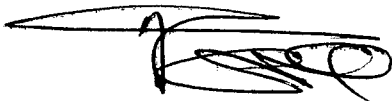
ASUNTO:	Radicación N°	10-82162
	Solicitud Internacional	PCT/US2008/085523
	Fecha Inicio Fase Nacional	07/07/2010
	Trámite	011
	Evento	378
	Actuación	416
	Oficio N°:	13215
	Folios	001

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Como quiera que el solicitante no atendió el requerimiento contenido en el oficio No. 9489, notificado por fijación en lista de fecha 30 de julio de 2010, solo se tendrán en cuenta, dentro del presente tramite administrativo, las diez (10) primeras reivindicaciones.

Cúmplase
Dado en Bogotá D.C.

23 JUN 2011



JOSE LUIS SALAZAR LOPEZ
Director de Nuevas Creaciones (C)