

AGREEMENT

This Agreement, dated as of April 19, 1996, is between Parke-Davis, Warner-Lambert Company, a Delaware corporation with offices at 201 Tabor Road, Morris Plains, New Jersey 07950 ("Parke-Davis"), and Richard G. Feltsman, an individual located at N. Andover, N.J. ("Consultant").

1. Consultant, having certain expertise valuable to Parke-Davis, agrees to meet with Parke-Davis representatives, on or about April 19 - 21, 1996, to render advice and discuss ideas regarding anticonvulsants. Consultant represents and warrants that Consultant is authorized to enter into this Agreement and that Consultant is not a party to any other agreement or under any obligation to any third party which would prevent Consultant from entering into this Agreement or performing Consultant's obligations hereunder, or require Consultant to obtain any consent or permission with respect thereto.

2. In consideration of the services to be rendered hereunder, Parke-Davis agrees to remit the sum of \$250.00 (payable upon conclusion of the services, or at Parke-Davis' option, within twenty (20) business days thereafter), in full consideration of Consultant's performance of this Agreement.

3. Consultant agrees to maintain in confidence, use only for the purpose of assisting or advising Parke-Davis, and return to Parke-Davis at its request all information disclosed to Consultant by or on behalf of Parke-Davis or conceived or developed by Consultant in carrying out Consultant's duties under this Agreement, or which could otherwise be reasonably considered to be the proprietary property of Parke-Davis (all of which information shall be deemed to be the sole property of Parke-Davis) ("Information"). The foregoing restrictions do not apply to:

- (a) Information which is now or subsequently becomes generally known to the public through no fault of Consultant;
- (b) Information which as of the time of disclosure to Consultant was already known to and in the possession of Consultant as evidenced by written records, a copy of which is delivered to Parke-Davis within forty-five (45) days of the time of such disclosure; or
- (c) Information obtained by Consultant after the date of this Agreement from a third party lawfully in possession of and having the right to disclose same.

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4. Parke-Davis shall have the right to use as it sees fit any information (suggestions, ideas, etc.) provided by Consultant relating to the subject matter of this Agreement without payment of any consideration in addition to that specified in this Agreement.

5. During and after the period Consultant provides services hereunder, Consultant agrees not to disclose any information described in paragraph 4 to any third party to the extent that (a) such information constitutes specific recommendations or suggestions regarding the conduct of Parke-Davis' research activities, except if such information has entered the public domain through no fault of Consultant or (b) where disclosure or such information would also involve the disclosure of any Information.

6. All ideas, inventions and discoveries, whether patentable or not, conceived by Consultant (alone or with others) as a result of work performed pursuant to this Agreement shall be the property of Parke-Davis and shall be assigned to Parke-Davis or as Parke-Davis may direct without additional compensation to Consultant. Ideas, inventions and discoveries shall be deemed to have been conceived as result of work performed pursuant to this Agreement if conceived either (i) during the period Consultant provides services to Parke-Davis under this Agreement or (ii) within one (1) year thereafter, if based upon information provided to Consultant by or at the direction of Parke-Davis or its corporate affiliates or developed by Consultant in carrying out Consultant's duties under this Agreement. Obtaining, maintaining, defending and enforcing patent rights in any country of the world with respect to any such ideas, inventions and discoveries shall be entirely within the discretion and at the expense of Parke-Davis, but Consultant agrees to give all necessary assistance in connection therewith including execution of documents.


7. Paragraphs (3), (4), (5) and (6) herein shall survive the expiration or termination of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey other than provisions relating to conflicts of law.

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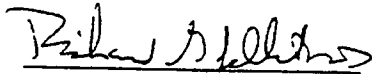
9. This Agreement contains the entire agreement between Consultant and Parke-Davis with respect to the transactions contemplated herein. Its terms shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

PARKE-DAVIS,
WARNER-LAMBERT COMPANY

By: 
Name: Robert W. Doyle
Title: Director, Marketing Logistics

Agreed and Accepted:

CONSULTANT


Name: Richard C. Selbert

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