IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ELAN PHARMA INTERNATIONAL LTD,	)	
Plaintiff,	)	
v.	)	C.A. No. 06-438 GMS
ABRAXIS BIOSCIENCE, INC,	)	
Defendant.	)	

JUDGMENT

This action came before the Court for a trial by jury. The issues have been tried and the jury rendered its verdict on June 13, 2008. The verdict was accompanied by a verdict form (D.I. 613), a copy of which is attached hereto. Therefore,

IT IS HEREBY ORDERED AND ADJUDGED that judgment be and is hereby entered in favor of the plaintiff, ELAN PHARMA INTERNATIONAL LTD and against the defendant, ABRAXIS BIOSCIENCE, INC., that ABRAXIS BIOSCIENCE, INC., literally infringes Claims 3 and 5 of U.S. Patent No. 5,399,363 in the amount of FIFTY-FIVE MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS ($55,230,000.00) for damages from January 7, 2005 through June 13, 2008, FINDING A REASONABLE ROYALTY RATE OF SIX PERCENT (6%); and that the infringement is not willful;

IT IS FURTHER ORDERED that judgment be and is hereby entered in favor of the plaintiff, ELAN PHARMA INTERNATIONAL LTD and against the defendant, ABRAXIS BIOSCIENCE, INC., for the validity of Claims 1, 3, 5, 10, and 11 of U.S. Patent No. 5,399,363 and Claims 1, 2, 3, 13, 14, and 15 of U.S. Patent No. 5,834,025;

IT IS FURTHER ORDERED that judgment be and is hereby entered in favor of the plaintiff, ELAN PHARMA INTERNATIONAL LTD and against the defendant, ABRAXIS BIOSCIENCE, INC., for the enforceability of U.S. Patent Nos. 5,399,363 and 5,834,025.

Dated: June 16, 2008

/s/ Gregory M. Sleet
UNITED STATES DISTRICT CHIEF JUDGE

VERDICT FORM

We, the jury, unanimously find as follows:

QUESTION 1: INFRINGEMENT

As to the '363 Patent ONLY:

Question No. 1(a): Literal Infringement Of '363 Patent

Do you find that Elan has proven, by a preponderance of the evidence, that Abraxis has literally infringed any of the following claims of U.S. Patent No. 5,399,363?

Check YES (for Elan) or NO (for Abraxis) for each claim:

	YES (for Elan)	NO (for Abraxis)
Claim 3	✓	
Claim 5	✓	

PLEASE PROCEED TO QUESTION 2.

QUESTION 2: INVALIDITY

As to the '363 Patent:

Question No. 2(a)(i): Invalidity Of '363 Patent For Lack of Enablement Under 35 U.S.C. Section 112

Do you find that Abraxis has proven, by clear and convincing evidence, that any of the following claims of U.S. Patent No. 5,399,363 is invalid for lack of enablement?

Check YES (for Abraxis) or NO (for Elan) for each claim:

	YES (for Abraxis)	NO (for Elan)
Claim 1		✓
Claim 3		✓
Claim 5		✓
Claim 10		✓
Claim 11		✓

Question No. 2(a)(ii): Invalidity Of '363 Patent For Lack Of Adequate Written Description Under 35 U.S.C. Section 112

Do you find that Abraxis has proven, by clear and convincing evidence, that any of the following claims of U.S. Patent No. 5,399,363 is invalid for lack of adequate written description?

Check YES (for Abraxis) or NO (for Elan) for each claim:

	YES (for Abraxis)	NO (for Elan)
Claim 1		✓
Claim 3		✓
Claim 5		✓
Claim 10		✓
Claim 11		✓

As to the '025 Patent:

Question No. 2(b)(i): Invalidity Of '025 Patent For Lack of Enablement Under 35 U.S.C. Section 112

Do you find that Abraxis has proven, by clear and convincing evidence, that any of the following claims of U.S. Patent No. 5,834,025 is invalid for lack of enablement?

Check YES (for Abraxis) or NO (for Elan) for each claim:

	YES (for Abraxis)	NO (for Elan)
Claim 1		✓
Claim 2		✓
Claim 3		✓
Claim 13		✓
Claim 14		✓
Claim 15		✓

Question No. 2(b)(ii): Invalidity Of '025 Patent For Lack Of Adequate Written Description Under 35 U.S.C. Section 112

Do you find that Abraxis has proven, by clear and convincing evidence, that any of the following claims of U.S. Patent No. 5,834,025 is invalid for lack of adequate written description?

Check YES (for Abraxis) or NO (for Elan) for each claim:

	YES (for Abraxis)	NO (for Elan)
Claim 1		✓
Claim 2		✓
Claim 3		✓
Claim 13		✓
Claim 14		✓
Claim 15		✓

PLEASE PROCEED TO QUESTION 3.

QUESTION 3: UNENFORCEABILITY

As to the '363 Patent:

Question No. 3(a): Inequitable Conduct Concerning '363 Patent

Do you find that Abraxis has proven, by clear and convincing evidence, that U.S. Patent No. 5,399,363 is unenforceable due to inequitable conduct?

Check YES (for Abraxis) or NO (for Elan):

YES (for Abraxis)	NO (for Elan)
	✓

As to the '025 Patent:

Question No. 3(b): Inequitable Conduct Concerning '025 Patent

Do you find that Abraxis has proven, by clear and convincing evidence, that U.S. Patent No. 5,834,025 is unenforceable due to inequitable conduct?

Check YES (for Abraxis) or NO (for Elan):

YES (for Abraxis)	NO (for Elan)
	✓

ONLY ANSWER QUESTIONS 4 AND 5 IF YOU FIND THAT ABRAXIS HAS INFRINGED AT LEAST ONE VALID AND ENFORCEABLE CLAIM OF THE '363 PATENT. OTHERWISE, YOU ARE FINISHED, AND THE FOREPERSON SHOULD PLEASE SIGN THE SIGNATURE BLOCK BELOW.

QUESTION 4: WILLFULNESS

Has Elan proven, by clear and convincing evidence, that any infringement of claims 3 or 5 of U.S. Patent No. 5,399,363 by Abraxis was willful?

Answer YES (for Elan) or NO (for Abraxis):

YES (for Elan)	NO (for Abraxis)
	✓

QUESTION 5: MONETARY DAMAGES

If you find that Abraxis has infringed a valid and enforceable claim of U.S. Patent No. 5,399,363, then please identify the amount of monetary damages that will compensate Elan for Abraxis's infringement from January 7, 2005 through June ~~12~~ 13, 2008.

$ 55,230,000

Please also identify the applicable reasonable royalty rate you used to calculate any damages above.

6 %

REDACTED