

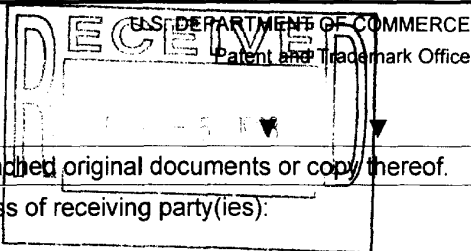
FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp 4/94)  
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06-09-1998



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

1. Name of conveying party(ies): 4/12/98 5-5-98  
**Baxter International Inc.**

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

Name: Nexell Therapeutics Inc.

Internal Address: 9 Parker

Irvine, California 92618

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: 9 Parker

City: Irvine State: CA ZIP: 92618

Execution Date: May 11, 1998

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

08/295,501

08/485,579

B. Patent No.(s)

5,700,691

06/08/1998 BC0000002 08293501

Additional numbers attached? ☐ Yes ☒ No

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

Name: Cathryn Campbell, Esq.

Internal Address: Campbell & Flores LLP

4370 La Jolla Village Drive, Suite 700

San Diego, California 92122

Street Address: 4370 La Jolla Village Drive, Suite 700

City: San Diego State: CA ZIP: 92122

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41): .....\$ 120.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

03-0370

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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.*

Robert T. Ramos/Reg.No. 37,915

Name of Person Signing

Signature

May 15, 1998

Date

Total number of pages including cover sheet, attachments, and document: 4

REEL: 9207 FRAME: 0914

## ASSIGNMENT

In accordance with a previous agreement between Baxter International Inc. and BIT Acquisition (now known as Nexell Therapeutics Inc.) dated December 17, 1997, this Assignment is made by Baxter International Inc. having a place of business at 17221 Redhill Avenue, Irvine, California 92614, Assignor, to Nexell Therapeutics Inc., Assignee, having a place of business at 9 Parker, Irvine, California 92618.

WHEREAS, Assignor has a new and useful invention entitled IN VITRO-DERIVED HUMAN NEUTROPHIL PRECURSOR CELLS for which applications for United States Letters Patents were filed on August 23, 1994, in the United States Patent and Trademark Office, bearing Serial No. 08/295,501, now identified as Attorney Docket No: P-NT 1123; June 7, 1995, in the United States Patent and Trademark Office, bearing Serial No. 08/485,579, now identified as Attorney Docket No: P-NT 1687; September 13, 1996, in the United States Patent and Trademark Office, bearing Serial No. 08/707,762, now issued December 23, 1997, as U.S. Patent No. 5,700,691, now identified as Attorney Docket No: P-NT 2245 all listing James G. Bender, Phillip B. Maples, Stephen Smith, Kristen L. Unverzagt and Dennis E. Van Epps as the inventors; and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the invention and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor

Bender et al.  
Serial No.: 08/295,501  
Filed: August 23, 1994  
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sells, assigns, and transfers to Assignee, the entire right, title, and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent granted for said invention in the United States and throughout the world.

Assignor represents and warrants that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

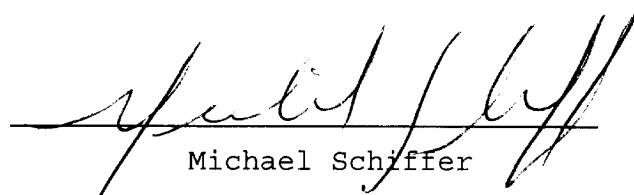
Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division,

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Filed: August 23, 1994  
Page 3

continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

Executed this 11 day of May 1998

By: Signature of Assignor Baxter International Inc.

  
Michael Schiffer