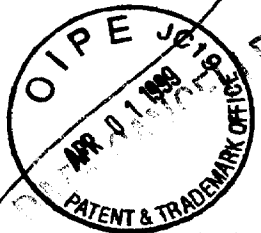


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COVER SE 101034373 ENT OR
OTHER CONVEYANCE FOR RECORDING

MJD
4.2.99



Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

Sir:

Please record the attached original document:

1. Name of conveying party: **Dmitri B. Kirpotin, Daniel C.F. Chan, and Paul A. Bunn, Jr.**
2. Name and address of receiving party: **Hermes BioSciences, Inc., 1360 DeHaro Street, San Francisco, California 94107**
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution date _____
4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____
 A. Patent application No.(s) 08/648,558
 B. Patent No.(s) _____
5. Name and address of party to whom correspondence concerning documents should be mailed:
 Kristine H. Johnson
 Macheledt Bales & Johnson LLP
 The Opera Galleria, Suite 219
 123 North College Avenue
 Fort Collins, Colorado 80524
6. Total number of applications and patents involved [1]
7. Fee due (37 CFR 1.2h) 1 x \$40 = \$40.00
 A check in the amount of \$ 40.00 is enclosed.
 Please charge any additional fees associated with this recordation, or credit any overpayment to deposit account number 02-0725.

To the best of my knowledge and belief, the forgoing information is true and correct and any attached copy is a true copy of the original document.

Kristine H. Johnson
Name of person signing

Signature

March 29, 1999
Date

Atty Docket No. P-1018

ASSIGNMENT

This Assignment is made by (i) Daniel C.F. Chan, Ph.D., an individual with an address of 3691 South Quebec Street, Denver, Colorado 80237 ("Dr. Chan"); (ii) Paul A. Bunn, Jr., M.D., an individual with an address or 630 Sundown Lane, Evergreen Colorado 80237 ("Dr. Bunn; and (iii) Dmitir B. Kirpotin, Ph.D., an individual with an address at 435 43rd Avenue, Apt. 102, San Francisco, California 94121; Dr. Bunn, Dr. Chan and Dr. Kirpotin are hereinafter referred to collectively as "Inventors" or individually as "Inventor"), to Hermes BioSciences, Inc., having a principal place of business at 1360 DeHaro Street, San Francisco, California 94107.

RECITALS

A. Assignors are the sole joint owners of the following new and useful invention (the "Invention") for which an application (the "Application") for United States Letter Patent was filed as set forth below:

"Cationic Lipids and Methods of Use Therefor", Application No. 08/648,558 filed on May 15, 1996.

B. Assignors believe the Assignors to be the original, first and joint inventors of the Invention disclosed and/or claimed in the Application.

C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire right, title and interest in and to the Invention, the Application and all Letters Patent in the United States and throughout the world that may be granted or issued for the Invention or that derive a right of priority from the Application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof in the United States and all foreign counterparts thereof (collectively, the "Invention Patents").

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. Assignors do and will sell, assign, transfer, convey and deliver, free and clear of all liens, claims, security interests and encumbrances, to Assignee, all of the Assignors' right, title, and interest in and to each of the Invention Patents, including, without limitation, 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.

2. Each of the Assignors agree that, upon request and without further compensation, but at no expense to Assignor, each of the Assignors and its 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 each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing each of the Invention Patents in the United States and throughout the world, each Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. Each Assignor represents and warrants that it has not granted and will not grant to others (i) any rights, title or interest in and to any of the Invention Patents, or (ii) any rights inconsistent with the rights granted herein.

4. Each Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date provided below.

Assignors:

DANIEL C.F.CHAN, PH.D.

By: *Dan Chan*

Date: 3-15-99

PAUL A. BUNN, JR., M.D.

By: *Paul Bunn Jr*

Date: 3/15/99

DMITRI B. KIRPOTIN, PH.D.

By: *Dmitri Kirpotin*

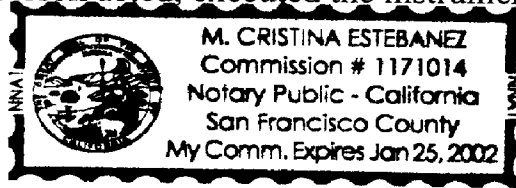
Date: March 4, 1999.

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On MARCH 4, 1999, before me, M. CRISTINA ESTEBANEZ a Notary Public in and for said State, personally appeared DMITRI KIRPOTIN, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

M. Cristina Estebanez
(Signature of Notary)



STATE OF Colorado
COUNTY OF Denver

On 15 March, 1999, before me, Cheyl Welch, a Notary Public in and for said State, personally appeared Daniel Chan, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cheyl Welch
(Signature of Notary)

STATE OF Colorado
COUNTY OF Denver

On 15 March, 1999, before me, Cheyl Welch, a Notary Public in and for said State, personally appeared Paul Bunn, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cheyl Welch
(Signature of Notary)

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