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FORM PTO-1595
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 11/22/99
Docket No. 238/297

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

<p>1. Name of conveying party(ies): PROGENITOR INC.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party: Name: <u>MEGABIOS CORPORATION</u> Street Address <u>863A Mitten Road</u> City: <u>Burlingame</u> State: <u>California</u> Zip: <u>94010</u></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment</p> <p>Execution Date: <u>23 April 1999</u></p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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:</p> <p>A. Patent Application No(s). <u>08/480,229; 08/659,235;</u> <u>2,224,012; 09-501771; 96919201.2</u></p> <p>B Patent No(s).: <u>5,874,562; 5,877,281</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Richard J. Warburg</u> Internal Address: <u>LYON & LYON LLP</u> <u>633 West Fifth Street, Suite 4700</u> <u>Los Angeles, CA 90071-2066</u></p>	<p>6. Total number of applications and patents involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>280.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge this Deposit Account if any additional fee is required</p> <p>8. Deposit Account Number: <u>12-2475</u></p>

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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.

Charles S. Berkman

Date: November 12, 1999

Charles S. Berkman, Reg No. 38,077

Total number of pages including cover sheet: 3

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EXHIBIT E

ASSIGNMENT OF PATENT RIGHTS

Progenitor, Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 4040 Campbell Avenue, Menlo Park, California 94025 (hereinafter called "Assignor"), hereby assigns certain patent rights to Megabios Corp., a corporation organized and existing under the laws of Delaware having a place of business at 863A Mitten Road, Burlingame, California 94010 (hereinafter called the "Assignee"):

WHEREAS, Assignor is the co-owner of the following Letters Patent and Applications together with Vanderbilt University:

LETTERS PATENT

Patent No. U.S. Patent No. 5,874,562

U.S. Patent No. 5,877,281

APPLICATION(S)

Patent Application Serial No.

U.S. Patent Application Serial No. 08/480,229

U.S. Patent Application Serial No. 08/659,2325

Canada Patent Application Serial No. 2,224,012

Japan Patent Applications Serial No. 09-501771

EPO Patent Application Serial No. 96919201.2

AND WHEREAS, Assignor has agreed to transfer to Assignee the whole the Assignor's right, title and interest in and to said Applications and to said Letters Patent, and inventions therein,

NOW THIS ASSIGNMENT WITNESSETH, that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial co-owner, hereby assigns and transfers to Assignee its interest in and to (i) said inventions, (ii) said Applications, (ii) said Letters Patent, Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and (iv) any and all divisions, continuations, and

continuations-in-part of said Applications, or reissues or extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and all its rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, to hold the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

ASSIGNOR hereby covenants that Assignor has full right to convey its interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is together with Vanderbilt University the joint and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, that the same are unencumbered, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at Burlingame CA this 23 day of April 1999

Assignor: Progenitor, Inc.
Signature: D Given
Printed Name: DOUGLASS GIVEN
Title: PRES & CEO