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05-23-2000

CASE 20305

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| To the Honorable Commissioner of Patents and T original documents or copy thereof. | rademarks: Please record the attached |
|--|---|
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies): |
| 1) Stephan Doswald | Name: F.HOFFMANN-LA ROCHE AG |
| 2) Ernst Kupfer3) Gerhard Steinbauer4) Erich Steinwender | Internal Address: A SWISS COMPANY |
| Additional name(s) of conveying party(ies) attached? Yes <u>X</u> No | |
| 3. Nature of conveyance: | |
| XX Assignment Merger Security Agreement Change of Name | Street Address: 124 GRENZACHERSTRASSE, CH-4070 |
| Other | Country: BASLE, SWITZERLAND |
| Execution Date: 1) & 2) February 4, 2000 3) & 4) February 23, 2000 | Additional name(s) & address(es) attached Yes No <u>X</u> |
| 4. Application number(s) or patent number(s): If this document is being filed together wi the application is: | th a new application, the execution date of |
| A. Patent Application No.(s) | B. Patent No.(s) |
| USSN 09/491,557 FILED: JANUAR | RY 26, 2000 |
| Additional numbers att | ached? Yes _X No |
| | |
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05/22/2000 DHGUYEN _00000254 082525 09491557 01 FC:581

PATENT

REEL: 010796 FRAME: 0383

| 5. | Name and address of party to whom 6. correspondence concerning document should be mailed: | Tota | number of applications involved: ONE | and patents | |
|--|---|--------------|---|---|--|
| | Name: GEORGE W. JOHNSTON | | | | |
| | Internal Address: | 7 | . Total fee (37 CFR 3.4 | 1)\$_40.00 | |
| | HOFFMANN-LA ROCHE INC. | | _X Authorized to be ch | arged to deposit | |
| | PATENT LAW DEPARTMENT | | account X Authorized any deficion charged to deposit | | |
| | Street address: 340 KINGSLAND STREET | 8 | . Deposit account number | : | |
| | | | 08-2525 | | |
| City: NUTLEY State: NJ Zip: 07110 DO NOT USE THIS SPACE | | | | | |
| | | | | | |
| 9. | Statement and signature. | | | \$1-10 A 10 | |
| 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. | | | | | |
| | LEWIS J. KREISLER Lewis | | Keiden | MAY 3, 2000 | |
| Nar | me of Person Signing | ∪ S1g | nature | Date | |
| | CONTACT: Lou Ann Donatoni TELEPHONE: (973) 235-4389 FAX: (973) 235-2363 | | | | |

Total number of pages including cover sheet, attachments and document: 3

54281

Assignment

WHEREAS, I/WE

Stephan Doswald, Ernst Kupfer, Gerhard Steinbauer, Erich Steinwender

the ASSIGNOR(S), have invented certain new and useful improvements in

PURIFICATION OF LIPSTATIN

which are described and claimed in application for United States Letters Patent in respect of which a Declaration and Power of Attorney was executed on

February 4 and 23, 2000

which application is based upon the following foreign application(s)

in Europe on January 29, 1999 under No. 99101893.8

NOW, THEREFOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to me (us) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I/we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto

F. Hoffmann-La Roche AG, a Swiss Company of 124 Grenzacherstrasse, CH-4070 Basle (Switzerland) the Assignee

and the said Assignee's legal representatives, successors and assigns, the entire right, title and interest, in and to the said invention within the United States of America and its territories and possessions, and in and to said application and the Letters Patent of the United States of America that may be granted therefor, together with the right to extend the protection thereof to the various territories and possessions now owned or which may be acquired hereafter by the United States of America; and I/we do hereby request and authorize the Commissioner of Patents to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this assignment.

UPON SAID CONSIDERATION, I/we do hereby covenant and agree with the said Assignee that I/we will not execute any writing or do any act whatsoever conflicting with these presents, and that I/we will at any time upon request without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued, or extended Letters Patent of the United States of America on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor(s) at Basle, Switzerland, on February 4, 2000.

Stephan Doswald Ernst Kunfor.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor(s) at Linz, Austria, on

February 23, 2000.

Erich Steinwender

PATENT RECORDED: 05/05/2000 REEL: 010796 FRAME: 0385