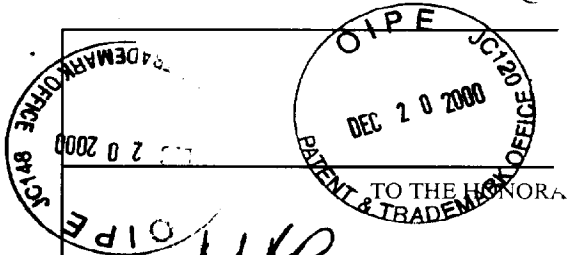


12-22-00

D/H

Express Mail No. **EL 501 739 573 US**



01-16-2001



Attorney Docket Number
7682-038-999

101581475

Box Assignment
Washington, DC 20231

TRADEMARKS

MSD
12.20.00

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Richard Spaete, Winthrop T. Jackman Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>AVIRON</u> Address: <u>297 N. Bernardo Avenue, Mountain View CA 94043</u> Country (if other than USA): _____
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 16, 1994</u>	

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) 08/917,320 B. Patent No.(s) 5,824,508
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036	6. Number of applications and patents involved: _____ 7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> Please charge to the deposit account listed in Section 8. 8. Deposit account number: <u>16-1150</u>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DO NOT USE THIS SPACE

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.

Laura A. Coruzzi Name of Person Signing	30,742 Reg. No.	by: <i>Jacqueline Benn</i> <i>Laura A. Coruzzi</i> Signature	Reg No. <u>43,492</u> December 20, 2000 Date
--------------------------------------------	--------------------	--------------------------------------------------------------------	----------------------------------------------------

Total number of pages including cover sheet: **3**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

COOLEY GODWARD CASTRO
HUDDLESON & TATUM
5 PALO ALTO SQUARE
PALO ALTO, CA 94306

ASSIGNMENT

Whereas,

Richard Spaete residing at 2501 Coronet Blvd., Belmont, California 94002; and
Winthrop T. Jackson residing at 1828 Delaware Street, #1, Berkeley, California
94703

(hereinafter referred to individually and collectively as "inventor") have invented certain new and useful improvements in:

NON-SPLICING VARIANTS OF GP350/220

and executed therefore an application for Letters Patent of the United States and

having an oath or declaration executed on even date herewith;

bearing Serial No. 08/229,291 and filed on April 18, 1994

issued as a Patent No. _____ on _____

Whereas, AVIRON (hereinafter "Assignee"), a corporation of the State of California, and having a principal place of business at 1450 Rollins Road, Burlingame, California 94010, is desirous of acquiring the entire right, title, and interest in and to said invention, said application, and the letters patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the letters patent, both foreign and domestic, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this assignment.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by 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 both parties.

Date: June 16, 1994

By: Richard R. Spaete
RICHARD SPAETE

Date: June 16, 1994

By: Winthrop T. Jackman
WINTHROP T. JACKMAN