

mRP 6-20-01 06-21-2001

101724145 U.S. Department of Commerce RECORDATION FORM COVER SHEET Patent and Trademark Office (Rev. 03/01) PATENTS ONLY OMB No. 0651-0027 (exp. 5/31/2002) To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): XOMA Technology Ltd. XOMA Ltd. Internal Address: Additional name(s) of conveying party(ies) attached? □ yes 🖾 no Street Address: Clarendon House 2 Church Street 3. Nature of Conveyance: ■ Assignment □ Merger City: Hamilton Zip Code: HM11 State: □ Change of Name □ Security Agreement □ Other Country: Bermuda Execution Date: October 22, 1999 Additional name(s) & address(es) attached? □ yes □ no 4. Application number(s) or patent number(s): See Attached Schedule If this document is being filed together with a new application, the execution date of the application is B. Patent No(s). A. Patent Application No(s). Additional numbers attached? 6. Total number of applications and patents involved: 19 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 C.F.R. § 3.41)......\$ 760.00 Name: Sterne, Kessler, Goldstein & Fox P.L.L.C. Enclosed Internal Address: c/o Authorized to charge underpayment or credit Hamadania 55761**9**5 overpayment to Deposit Account 760.00 CP 180.00 GP 8. Deposit Account Number: 1100 New York Ave., N.W. Street Address: Suite 600 19-0036 City: Washington State: D.C. Zip Code: 20005-3934 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy of the 9. Statement and signature. assignment is a true copy of the original document. The copy of the schedule that is attached to the assignment, entitled "Schedule A to Exhibit C " has been redacted to show only the applicable patents and applications. Junitar & Cinthe Signature Michele A. Cimbala Name of Person Signing Registration No. 33,851 Total number of pages including cover sheet, attachments and document

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

SCHEDULE (Patents and Applications)

	Patent No.	Appln. No.	Filing Date	XOMA Reference	SKGF
	770 F F F F 7 10 F	00/055 004	D 00 1004	200 10 P2 P2 C1	Reference
1.	US 5,576,195	08/357,234	Dec 09, 1994	200-10.P3.D3.C1	0610.005000B
2.	US 5,595,898	08/299,085	Aug 18, 1994	200-10.P3.C2	0610.005000A
3.	US ² 5,698,435	08/467,140	Jun 06, 1995	200-10.P3.C3	0610.005000E
4.	US 5,618,920	08/235,225	Apr 29, 1994	200-10.P3.D1.C1	0610.0050009
5.	US'5,693,493	08/450,731	May 25, 1995	200-10.P3.D2	0610.0050006
6.	US ^v 5 ,698,417	08/466,203	Jun 06, 1995	200-10.P3.D2.C1	0610.005000C
7.	US 5,846,818	08/472,696	Jun 06, 1995	200-10.P3.D3.C2	0610.005000F
8.	US 6,204,023	08/472,691	Jun 06, 1995	200-10.P3.D1.C2	0610.005000D
9.		√ 06/793,980	Nov 01, 1985	200-10	0610.0050000
10.		PCT/US86/0226	9* I.A. fd: Oct. 2	27, 1986 200-10.P1.PC	0610.005PC01
		*(known as			
		U.S. Appln. N	lo.		
		07/086,266 in			
		Nat'l Ph)			
11.			Jul 24, 1987	200-10.P2	0610.0050002
12.		√ 07/501,092	Mar 29, 1990	200-10.P3	0610.0050003
13.		✓ 07/870,404	Apr 17, 1992	200-10.P3.D1	0610.0050005
13. 14.		√07/987,555	Dec 08, 1992	200-10.P3.C1	0610.0050004
		08/020,671	Feb 22, 1993	200-10.P3.D3	0610.0050007
15.		07/142,039	Jan 11, 1988	200-49	0610.0720000
16.		y 077142,032	Jun 11, 22		
	US 5.028,530	07/474,304	Feb 5, 1990	200-47.P1.C1	0610.0240002
17.	05 5,028,530	√06/797,472	Nov 13, 1985	200-47.P1	0610.0240001
18.			Jan 28, 1985	200-47.P0	0610.0240000
19.		✓ 06/695,309	Jan 20, 1705		

9 10

ASSIGNMENT

WHEREAS, XOMA Ltd., a company organized and existing under the laws of Bermuda (hereinafter "ASSIGNOR"), and having a registered office at Clarendon House. 2 Church Street, Hamilton HM11, Bermuda, is the owner of the entire right, title and interest in the inventions or improvements disclosed in the patents and patent applications set out in Schedule A, and an undivided one-half interest in the inventions or improvements disclosed in the patents and patent applications set out in Schedule B.

WHEREAS, XOMA Technology Ltd., a company organized and existing under the laws of Bermuda (hereinafter "ASSIGNEE"), and having a registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda, desires to acquire ASSIGNOR's entire ownership interest as described above, in accordance with the Exchange Agreement duly entered into between ASSIGNOR and ASSIGNEE as of May 31, 1999;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of the covenants of said Exchange Agreement, and of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives. ASSIGNOR's entire right, title and interest in and throughout the United States of America (U.S.), its territories and all foreign countries, including the right to sue for and collect for all past, present and future damages and infringement, in and to said inventions and improvements as described in said patents and patent applications, together with ASSIGNOR's entire right, title and interest in and to said patents and patent applications, and such patents as may issue thereon or claim priority under U.S. or international convention; said inventions, improvements, patents and patent applications to be held and enjoyed by said ASSIGNEE for its own use and behalf, and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; and ASSIGNOR hereby conveys all of ASSIGNOR's rights arising under or pursuant to any and all U.S. or international agreements, treaties or laws relating to the protection of industrial property obtained by filing any such applications for patents. ASSIGNOR hereby acknowledges that this assignment, being of ASSIGNOR's entire right, title and interest in and to said inventions and improvements, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all patents to ASSIGNEE for its own name as assignee of ASSIGNOR's entire right, title and interest therein.

AND, ASSIGNOR hereby further agrees for itself and its successors, assigns and legal representatives to execute upon request any other lawful documents and likewise to

perform any other lawful acts which may be deemed necessary to secure fully the aforesaid rights to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in the U.S. and in foreign countries; the execution of substitution, reissue, divisional or continuing applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions and improvements or any application or patent directed thereto may be involved; and ASSIGNOR further hereby authorizes ASSIGNEE or its attorneys or agents to insert any correct serial number and filing date into this assignment, if appropriate.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States and the appropriate officers who have been vested with similar authority in all countries of the world to issue such patents as shall be granted upon said patent applications or other patent applications based thereon to said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby represents that ASSIGNOR has full right and authority to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and set our hands and affixed our scals the dates set forth below.

NOMA Lud

Bv:

Name: J

John L. Castello

Title

Chairmain of the Board

President and

Chief Executive Officer

STATE OF <u>California</u>)
COUNTY OF <u>Alameda</u>) 55

Subscribed and swom to before me, by the above-named John L. Castello

this 22nd day of October, 1999

SANDRA CHINCHILLA Commission # 1190723 Notary Public - Colifornia Alameda County Ay Comm. Expires Jul 23, 2002 Notary Public, Sandra Chinchilla

My Commission Expires: July 23, 2002

By: Words

Name: G. James Reynolds

Title: Director

STATE OF FROWARD | SS

Subscribed and sworn to before me. by the above-named b. James Reynolds

this UM day of Dec. 1999

Rettypen Condition

Notary Public

Notary Public

My Commission Expires: 7/16/200 j

XOMA Technology Ltd.

OFFICIAL NOTARY SEAL
BETTYANN CORDERO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC664576
MY COMMISSION EXP. JULY 16 2001

C-3

Antibody and Expression-Related

1) Title:

Modular Assembly of Antibody Genes, Antibodies Prepared Thereby

and Use

Inventors: Robinson, Liu, Horwitz, Wall, Better

a) Based on PCT/US86/02269 [WO 87/02671] which corresponds to U.S. Application No. 07/086,266, which is a continuation-in-part of U.S. Application No. 06/793,980 filed November 1, 1985.

Country	Application No.	Status / Patent No.
*United States	06/793,980	Abandoned
*United States	07/086,266	Abandoned

b) Based on PCT/US88/02514 [WO 89/00999] which corresponds to U.S. Application No.07/077,528 which is a continuation-in-part of 07/086,266 (abandoned), which is a continuation-in-part of U.S. Application No. 06/793,980 (abandoned).

Country	Application No.	Status / Patent No.
*United States	07/077,528	

c) Based on U.S. Application No. 07/501,092 filed March 29, 1990, which is a continuation-in-part of U.S. Application No. 07/077,528 and of U.S. Application No. 07/142,039.

Country	Application No.	Status / Pate	nt No.
*United States *United States *United States *United States United States	07/501,092 07/987,555 07/870,404 08/020,671 08/235,225 08/299,085 08/357,234 08/472,696 08/472,691 08/467,140 08/450,731 08/466,203	Issued Issued Issued Issued Issued Pending Issued Issued Issued	5,618,920 5,595,898 5,576,195 5,846,818 5,698,438 5,693,493 5,698,417
Cinton Cinto			

A-27

^{*} Case abandoned in favor of continuing application.

2) Title:

AraB Promoters and Method of Producing Polypeptides, Including

Cecropins, by Microbiological Techniques

Inventors:

Lai, Lee, Lin, Ray, Wilcox

a) Based on PCT/US86/00131 [WO 86/04356] which corresponds to U.S. Application No. 06/797,472 filed November 13, 1985, which is a continuation-in-part of U.S. Application No. 06/695,309 filed January 28, 1985.

Country	Application No	Status / Patent No.
*United States	06/695,309	Abandoned
*United States	06/797,472	Abandoned
United States	07/474,304	Issued 5,028,530

3) Title:

Novel Plasmid Vector with Pectate Lyase Signal Sequence

Inventors:

Lei, Wilcox

Based on PCT/US89/00077 [WO 89/06283] which corresponds to U.S. Application No. 07/142,039 filed January 11, 1988

Country

Application No.

Status / Patent No.

*United States

07/142,039

Abandoned

A-28

RECORDED: 06/20/2001

^{*} Case abandoned in favor of continuing application.