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FORM PTO-1595 (modified)
(Rev 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies): Cary A. Weinberger Additional conveying party(ies) NO		2. Name and address of receiving party(ies): The Government of the United States of America Washington, D.C. 20231 Ligand Pharmaceuticals, Inc. 10275 Science Center Drive San Diego, CA 92121 Additional name(s) & address(es) attached? NO	
3. Nature of conveyance: ASSIGNMENT Execution Date: May 2, 2001			

4. Application number(s) or patent number(s): If this is being filed together with a new application, the execution date of the application is: A. Patent Application Number(s): B. Patent Number(s): 6,005,086 Additional numbers attached? NO	
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5. Name and address of party to whom correspondence concerning document should be mailed: Stephen E. Reiter FOLEY & LARDNER P.O. Box 80278 San Diego, California 92138-0278	6. Total number of applications/patents involved: 1
	7. Total fee (37 C.F.R. § 3.41): \$40.00 <input checked="" type="checkbox"/> Check Enclosed Charge to deposit account
	8. Deposit account number: 50-0872

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9. Statement and signature: <i>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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.</i>	
Stephen E. Reiter Name of person signing	 Signature 8/22/01 Date

Total number of pages including cover sheet, attachments, and document: 4

09/05/2001 LAMILLER 00000094 6005086
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023.200218.1
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ASSIGNMENT

WHEREAS Cary A. Weinberger (hereinafter "WEINBERGER"), of Carrboro, North Carolina, a citizen of the United States of America, was an employee of the Department of Health and Human Services, during part of the time when he contributed to the invention disclosed and claimed in part in U.S. Patent No. 6,005,086 entitled "Farnesoid Activated Receptor Polypeptides, and Nucleic Acid Encoding the Same" (hereinafter "the invention") for which U.S. Patent Application No. 08/372,183 (hereinafter "the patent application") was filed on January 13, 1995, and the conditions under which the invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive order 10096, to an undivided right, title, and interest therein, both domestic and foreign;

WHEREAS WEINBERGER was an employee of Ligand Pharmaceuticals, Inc., (hereinafter "LIGAND") 10275 Science Center Drive, San Diego, CA 92121, United States of America, during part of the time when he contributed to the invention disclosed in the patent application and claimed in part in U.S. Patent No. 6,005,086, and was under an obligation to assign those rights to LIGAND;

WHEREAS, WEINBERGER was named as an applicant in the above-identified patent application for which U.S. Patent No. 6,005,086 issued, and WEINBERGER executed an assignment of the invention on July 10, 1995 to THE SALK INSTITUTE FOR BIOLOGICAL STUDIES (hereinafter "SALK") P.O. Box 85800, San Diego, CA 92186, which assignment was recorded at Reel 7579, Frame 0519 in the United States Patent and Trademark Office on August 10, 1995 ("the 1995 assignment"); and SALK has also filed the following continuation or divisional applications on the invention ("the pending patent applications") which name WEINBERGER as an inventor, and claim priority from U.S. Patent No. 6,005,086:

U.S. Application No. 09/469,721 filed December 21, 1999
U.S. Application No. 09/696,443 filed October 24, 2000

WHEREAS it subsequently came to the attention of WEINBERGER that at the time WEINBERGER executed that assignment, he was under an obligation to instead assign the invention to the United States of America, as Represented by the Secretary, Department of Health and Human Services (hereinafter "THE GOVERNMENT"), and he subsequently executed an assignment to THE GOVERNMENT on July 24, 1998;

WHEREAS it also subsequently came to the attention of WEINBERGER that WEINBERGER was under an obligation to assign rights in the invention to LIGAND;

WHEREAS all of WEINBERGER, SALK, LIGAND and THE GOVERNMENT desire to clarify ownership of the rights of WEINBERGER and themselves in the invention;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the premises and other valuable consideration, WEINBERGER has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto THE GOVERNMENT and LIGAND, an undivided right, title, and interest in and to the invention, U.S. Patent No. 6,005,086, and the pending patent applications, as well as any Letters patent that may be granted for the invention in the United States and throughout the world, including continuation, divisional and continuation-in-part applications thereof on which WEINBERGER is named as an inventor

(hereinafter collectively "the patent rights"), and to claim priority from the patent application as provided by international conventions, treaties or otherwise.

MOREOVER, SALK agrees that the 1995 assignment from WEINBERGER to SALK was contrary to the obligation of WEINBERGER to assign an undivided interest in the invention and the patent rights to THE GOVERNMENT and LIGAND. To the extent that the 1995 assignment conveyed any rights from WEINBERGER to SALK, SALK in turn assigns and transfers all those rights, including an undivided interest unto the GOVERNMENT and LIGAND of any of WEINBERGER'S right, title, and interest in the patent rights, and the right to claim priority as provided by international conventions, treaties or otherwise.

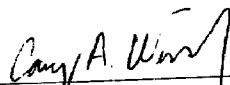
HOWEVER, any rights in the invention conveyed to SALK by Barry M. Forman under the 1995 assignment are not affected by the present assignment, and are still owned by SALK. MOREOVER, this agreement does not affect any rights in the invention conveyed to HOWARD HUGHES MEDICAL INSTITUTE under a separate 1995 assignment by Ronald M. Evans, nor does this assignment affect any rights in the invention conveyed to SALK under a separate 1995 assignment by Ronald M. Evans, for himself and as agent for HOWARD HUGHES MEDICAL INSTITUTE.

AND, SALK and WEINBERGER hereby warrant that, other than any agreements described herein, there are no valid outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied with respect to the aforesaid patent rights, which will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of this instrument by us;

WEINBERGER and SALK also agree that, upon request and without further compensation, they and their 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 the patent rights for the invention in the United States and throughout the world. WEINBERGER and SALK also agree that, upon request and without further compensation, they and their 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 perfecting, recording, or maintaining the title of THE GOVERNMENT or LIGAND, their successors and assigns, to WEINBERGER'S assignment of his patent rights in the invention to THE GOVERNMENT and LIGAND, and their rights in any Letters Patent granted for the invention in the United States and throughout the world.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: May 2, 2001


Cary A. Weinberger

STATE OF North Carolina)
) ss.
COUNTY OF Durham)

This 2nd day of May, 2001, before me personally came the above-named Cary A. Weinberger, who executed the foregoing Assignment in my presence, and who acknowledged to me

that he executed the same of his own free will for the purposes set forth therein.

Loretta W Moore
Notary Public for Durham Co., NC
My commission expires: 03/19/2006

[SEAL]

THE SALK INSTITUTE FOR BIOLOGICAL STUDIES

Dated: _____, 2001

By:
Title:

STATE OF California)
) ss.
COUNTY OF San Diego)

This ____ day of _____, 2001, before me personally came the above-named _____, who executed the foregoing Assignment in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

Notary Public for
My commission expires:

[SEAL]

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