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| | | U.S. Department of Commerce Patent and Trademark Office TS ONLY Atty Docket No. 1633.0370002 | | | |
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| | To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. | | | | |
| At OS | ame of conveying party(ies): | 2. Name and address of receiving party(ies): | | | |
| | Anaman Pharmaceuticals, Inc. | Name: Insmed Incorporated | | | |
| | | Internal Address: | | | |
| | Additional name(s) of conveying party(ies) attached? yes no | Street Address: 4851 Lake Brook Drive | | | |
| | 3. Nature of Conveyance: | | | | |
| | Assignment □ Merger Security Agreement □ Change of Name Other | City: Glen Allen State: VA Zip Code: 23060 | | | |
| | | Country: USA | | | |
| | Execution Date: November 21, 2001 | Additional name(s) & address(es) attached? □ yes ⊠ no | | | |
| | 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). 09/920,304 | B. Patent No(s). | | | |
| | Additional numbers attached? | | | | |
| | Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: <u>1</u> | | | |
| | Name: Sterne, Kessler, Goldstein & Fox P.L.L.C. | 7. Total fee (37 C.F.R. § 3.41)\$ <u>40.00</u> | | | |
| | Internal Address: c/o Steven J. Ludwig | 🖾 Enclosed | | | |
| | | Authorized to be charged to Deposit Account | | | |
| | Street Address: 1100 New York Ave., N.W. | 8. Deposit Account Number: | | | |
| | 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 U | SE THIS SPACE | | | |
| | Statement and signature. To the best of my knowledge and belief, the fogegoing info | rmation is true and correct and any attached copy is a true | | | |
| | Copy of the original document. Deventer 5, 200 Nancy J. Leith Signature | | | | |
| r | Registration No. 45,309 | ver sheet, attachments and document 4 | | | |
| 2/07/2001 D | BYRNE 00000046 09920304 Mail documents to be recorded to Commissioner of Patents i | RNE 00000046 09920304 Mail documents to be recorded with required cover sheet information to: | | | |
| Q1 FC:581 | Washing | gton, D.C. 20231 | | | |

PAUSERS/nleith/1633/0370002/shamassign.cvr SKGF Rev 5/16/01 mac

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, Shaman Pharmaceuticals, Inc. a corporation organized and existing under the laws of California and having an office and place of business at 213 East Grand Avenue, South San Francisco, California 94080 (the "Assignor"), hereby sells and assigns to Insmed Incorporated a corporation formed under the laws of Virginia, having an office and place of business at 4851 Lake Brook Drive, Glen Allen, VA 23060 (the "Assignee"), Shaman Pharmaceuticals, Inc.'s entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The 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.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler. Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire. Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire. Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire. Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,203; John M. Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 39,588; all of STERNF,

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PATENT REEL: 012344 FRAME: 0747

KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A 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.

SIGNED on behalf of the said ASSIGNOR, Shaman Pharmaceuticals, Inc.

By: <u>Steven</u> <u>R</u>, [Type/Print Nam <00 Title: NUV21 200 Date:

SIGNED on behalf of the said ASSIGNEE, Insmed Incorporated By: <u> Ronaco</u> [Type <u>بر کی کی م</u> pe/Print Name] Vice Ress, 2505 11/26/01 Title: Date:

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SCHEDULE A

UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

| | Application No. | Filing Date | Patent No. | Issue Date |
|----|-----------------|-------------|------------|------------|
| | | | | |
| 1. | 09/919,966 | 08/02/2001 | | |
| 2. | 09/919,883 | 08/02/2001 | | |
| 3. | 09/919,995 | 08/02/2001 | | |
| 4. | 09/920,304 | 08/02/2001 | | |
| 5. | PCT/US01/25380 | 08/05/2001 | | |
| 6. | PCT/US01/25382 | 08/15/2001 | | |
| 7. | PCT/US01/25383 | 08/15/2001 | | |
| 8. | PCT/US01/41728 | 08/15/2001 | | |

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PATENT REEL: 012344 FRAME: 0749

RECORDED: 12/05/2001