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Name of party or parties conveying an interest:	2. Name and address of party or parties receiving an interest:			
XOMA Technology Ltd., \.3 03	Name: XOMA (US) LLC, a limited liability company Address: 2910 7th Street City: Berkeley State: California Zip: 94710			
3. Description of the interest conveyed:				
X Assignment Merger Change of Name Security Agreement	Other: CORRECTED ASSIGNMENT REEL: 12001 FRAME: 0146			
Execution Date: May 21, 2001				
4. Application number(s) or patent number(s). Additional sheet attached? YES NO_X	If the document is being filed together with a new application, the execution date of the application is:			
A. Patent application no.(s): 60/136,148 filed May 24, 2001 and 09/586,850 filed June 5, 2000	B. Patent no.(s):			
5. Name and address of party to whom correspondence concerning this cover sheet should be mailed: Name: Jeffery S. Sharp Reg. No.: 31,879 MARSHALL, GERSTEIN, & BORUN Address: 6300 Sears Tower 233 South Wacker Drive City: Chicago State: Illinois Zip: 60606-6402	6. Number of applications and/or patents identified on this cover sheet: 2			
	7. Amount of fee enclosed or authorized to be charged: \$ 80.00			
	8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855			

document.

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Jeffrey S. Sharp Reg. No.: 31,879

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

REEL: 012416 FRAME: 0702

ASSIGNMENT

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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 patent applications set out below:

Country	Application No.	Filing Date	<u>Status</u>
US	60/136,148	May 24, 1999	Expired
PCT	PCT/US00/14496	May 24, 2000	Pending
US	09/586,850	June 5, 2000	Pending

WHEREAS, XOMA (US) LLC, a limited liability company organized and existing under the laws of Delaware, U.S.A. (hereinafter "ASSIGNEE"), and having a place of business at 2910 Seventh Street, Berkeley, California 94710, U.S.A., desires to acquire ASSIGNOR's entire ownership interest as described above.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of 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 Untied States of American (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 patent applications, together with ASSIGNOR's entire right, title and interest in and to said patent applications, and such patents as may issue thereon or claim priority under U.S. or international convention; said inventions, improvements, patent 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 seals the dates set forth below.

Technology CTW ulcolor XOMA.Ltd.

By: (

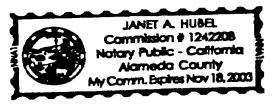
Name: Christopher J. Margolin

Title: Vice President, General Counsel

and Secretary

STATE OF California)
COUNTY OF Alameda)ss

Subscribed and sworn to before me by the above-named Christopher J. Margolin this 21stday of May, 2001.



Notary Public, Janet A. Hubel
My Commission Expires: 11/18/03

XOMA (US) LLC

Ly.

Name: Christopher J. Margolin

Title: Vice President, General Counsel

and Secretary

STATE OF _______Oalifornia ______)
COUNTY OF _Alameda ______)ss

Subscribed and sworn to before me by the above-named Christopher J. Margolin this 21st day of May, 2001

JANET A. HUBEL.
Commission # 1242208
Notary Public - Coffornia
Alameda County
My Comm. Expires Nov 18, 2003

RECORDED: 01/03/2002

Notary Public, Janet A. Hubel My Commission Expires: 11/18/03