

RECC

01-31-2002

SHEET



To the Honorable Commissioner of

101965900

and original documents or copy thereof.

1. Name of conveying party(ies)

- 1. Gregory J. LaRosa
- 2. Christopher Horvath
- 3. Walter Newman
- 4. Theresa O'Keefe

1.23.02

2. Name and address of receiving party(ies)

Name: Millennium Pharmaceuticals, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Street Address: 75 Sidney Street

City: Cambridge State: MA ZIP: 02139

Execution Date: 1) 9/14/01; 2) 9/18/01; 3) 9/17/01 and 4) 9/17/01

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)

09/840,459

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lisa M. Treannie, Esq.

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road

P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and patents involved: [1]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy of this page if paying by deposit account)

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.

Lisa M. Treannie

Name of Person Signing

Lisa M. Treannie

Signature

(41,368)

12/19/01

Date

01/30/2002 LMUELLER 00000088 09840459

Total number of pages including cover sheet, attachments, and document: [17]

01 PC:581

40.00 00

Multi-Joint

ASSIGNMENT

WHEREAS, we, **Gregory J. LaRosa, Christopher Horvath, Walter Newman and Theresa O'Keefe**, together with co-inventors **S. Tarren Jones and Siobhan H. O'Brien**, have invented a certain improvement in **HUMANIZED ANTI-CCR2 ANTIBODIES AND METHODS OF USE THEREFOR** described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on April 23, 2001 as Application No. 09/840,459;
- was patented under U.S. Patent No. \_\_\_\_\_ on \_\_\_\_\_.

WHEREAS, **Millennium Pharmaceuticals, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **75 Sidney Street, Cambridge, Massachusetts 02139** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent 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 Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators 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 invention 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 foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving

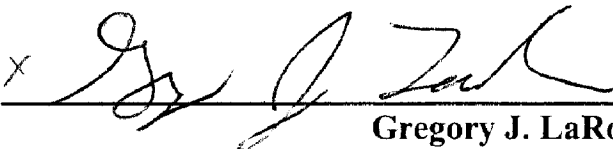
of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

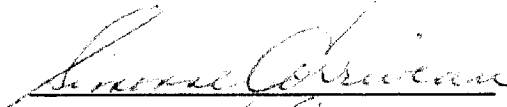
---

---

Inventor's Signature: x   
Gregory J. LaRosa

Commonwealth  
of x Massachusetts  
County of x Middlesex

Then personally appeared before me the above-named **Gregory J. LaRosa** and acknowledged that he executed the foregoing instrument as his free act and deed this x 14<sup>th</sup> day of x September, 2001.

(SEAL)  Notary Public  
Simone Corvino (print name)  
My Commission expires 9 / 1 / 2002

---

---

Inventor's Signature: \_\_\_\_\_

**Christopher Horvath**

Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Christopher Horvath** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

---

---

Inventor's Signature: \_\_\_\_\_

**Walter Newman**

Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Walter Newman** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Inventor's Signature: \_\_\_\_\_  
**Theresa O'Keefe**

Commonwealth  
of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named **Theresa O'Keefe** and acknowledged that she executed the foregoing instrument as her free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public  
\_\_\_\_\_  
(print name)  
My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

\\ODMA\MHODMA\iManage;248810;1

Multi-Joint

ASSIGNMENT

WHEREAS, we, **Gregory J. LaRosa, Christopher Horvath, Walter Newman and Theresa O'Keefe**, together with co-inventors **S. Tarren Jones and Siobhan H. O'Brien**, have invented a certain improvement in **HUMANIZED ANTI-CCR2 ANTIBODIES AND METHODS OF USE THEREFOR** described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on April 23, 2001 as Application No. 09/840,459;
- was patented under U.S. Patent No. \_\_\_\_\_ on \_\_\_\_\_.

WHEREAS, **Millennium Pharmaceuticals, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **75 Sidney Street, Cambridge, Massachusetts 02139** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent 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 Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators 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 invention 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 foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving

of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: \_\_\_\_\_  
**Gregory J. LaRosa**

Commonwealth  
of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named **Gregory J. LaRosa** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public  
\_\_\_\_\_  
(print name)  
My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Inventor's Signature:

*Christopher Horvath*

**Christopher Horvath**

Commonwealth

of  Massachusetts

County of  Middlesex

Then personally appeared before me the above-named **Christopher Horvath** and acknowledged that he executed the foregoing instrument as his free act and deed this 18<sup>th</sup> day of September, 2001.

(SEAL)

*Simon Corriveau*

Notary Public

Simon Corriveau

(print name)

My Commission expires 9/1 / 2004

Inventor's Signature: \_\_\_\_\_

**Walter Newman**

Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Walter Newman** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_

Notary Public

\_\_\_\_\_

(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_



Inventor's Signature: \_\_\_\_\_

**Theresa O'Keefe**

Commonwealth \_\_\_\_\_

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Theresa O'Keefe** and acknowledged that she executed the foregoing instrument as her free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

::ODMA\MHODMA\iManage;248810;1

Multi-Joint

ASSIGNMENT

WHEREAS, we, **Gregory J. LaRosa, Christopher Horvath, Walter Newman and Theresa O'Keefe**, together with co-inventors **S. Tarren Jones and Siobhan H. O'Brien**, have invented a certain improvement in **HUMANIZED ANTI-CCR2 ANTIBODIES AND METHODS OF USE THEREFOR** described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on April 23, 2001 as Application No. 09/840,459;
- was patented under U.S. Patent No. \_\_\_\_\_ on \_\_\_\_\_.

WHEREAS, **Millennium Pharmaceuticals, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **75 Sidney Street, Cambridge, Massachusetts 02139** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent 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 Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators 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 invention 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 foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving

of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: \_\_\_\_\_

**Gregory J. LaRosa**

Commonwealth  
of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Gregory J. LaRosa** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Inventor's Signature: \_\_\_\_\_

**Christopher Horvath**

Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Christopher Horvath** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Inventor's Signature:  \_\_\_\_\_

*Walter Newman*

**Walter Newman**

Commonwealth

of  MA

County of  USA <sup>SE</sup> Middlebury

Then personally appeared before me the above-named **Walter Newman** and acknowledged that he executed the foregoing instrument as his free act and deed this  17 day of  September, 2001.

(SEAL)

*Simonne Casiviani*

\_\_\_\_\_  
Notary Public

Simonne Casiviani (print name)

My Commission expires 9/1/2006

Inventor's Signature: \_\_\_\_\_

**Theresa O'Keefe**

Commonwealth \_\_\_\_\_

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Theresa O'Keefe** and acknowledged that she executed the foregoing instrument as her free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

::ODMA\MHODMA\Manage;248810;1

Multi-Joint

ASSIGNMENT

WHEREAS, we, **Gregory J. LaRosa, Christopher Horvath, Walter Newman and Theresa O'Keefe**, together with co-inventors **S. Tarren Jones and Siobhan H. O'Brien**, have invented a certain improvement in **HUMANIZED ANTI-CCR2 ANTIBODIES AND METHODS OF USE THEREFOR** described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on April 23, 2001 as Application No. 09/840,459;
- was patented under U.S. Patent No. \_\_\_\_\_ on \_\_\_\_\_.

WHEREAS, **Millennium Pharmaceuticals, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **75 Sidney Street, Cambridge, Massachusetts 02139** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent 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 Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators 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 invention 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 foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving

of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: \_\_\_\_\_

**Gregory J. LaRosa**

Commonwealth  
of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Gregory J. LaRosa** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Inventor's Signature: \_\_\_\_\_

**Christopher Horvath**

Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Christopher Horvath** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

Inventor's Signature: \_\_\_\_\_

**Walter Newman**

Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named **Walter Newman** and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL) \_\_\_\_\_ Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_



Inventor's Signature: X *Theresa O'Keefe*  
Theresa O'Keefe

Commonwealth  
of X Massachusetts  
County of X Middlesex

Then personally appeared before me the above-named **Theresa O'Keefe** and acknowledged that she executed the foregoing instrument as her free act and deed this X 17 day of X September, 2001.

(SEAL) *Simone Corriveau* Notary Public  
Simone Corriveau (print name)  
My Commission expires 9/1/2004

::ODMA\HODMA\iManage;248810;1