

03-22-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

10/094191
03/06/02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert M. Scarborough
Anjali Pandey

03/08/02

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

2. Name and address of receiving party(ies)

Name: Millennium Pharmaceuticals Inc.

Internal Address: (COR 131)

Street Address: 256 East Grand Avenue

City: South S.F. State: CA Zip: 94080

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

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: 03/08/02

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Carmen PILI EKSTROM
Internal Address: Millennium Pharmaceuticals Inc

Street Address: 256 East Grand Avenue

City: South S.F. State: CA Zip: 94080

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502078

DO NOT USE THIS SPACE

9. Signature.

03/22/2002 AAHMED1 00000041 502078 10094191

01 FC:581 Carmen PILI EKSTROM

Name of Person Signing

Signature

3/8/02
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012693 FRAME: 0008

ASSIGNMENT

We, **Robert M. Scarborough and Anjali Pandey** the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Millennium Pharmaceuticals, a Delaware corporation, with offices at 256 East Grand Avenue, South San Francisco, CA 94080** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

NITROGENOUS HETEROCYCLIC SUBSTITUTED QUINOLINE COMPOUNDS

filed with the U.S. Patent and Trademark Office on **March 8, 2002** and assigned **Serial No.06/273,951**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my name as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Serial No.

Filed: March 8, 2002

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. .

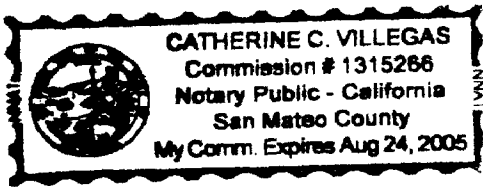
Date: 3-4-02

Robert M. Scarborough
Signature of: Robert M. Scarborough

State of California

County of San Mateo

Subscribed and sworn to before me this 4th day of March, 2002.



Catherine C. Villegas
Notary Public

My commission expires August 24, 2005.

Date: 3/1/02

Anjali Pandey
Signature of: Anjali Pandey

State of California

County of San Mateo

Subscribed and sworn to before me this 1st day of March, 2002.

Catherine C. Villegas
Notary Public

My commission expires August 24, 2005.

