

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name: Mallory, Joanne B.

Execution Date: 10/31/1997

RECEIVING PARTY DATA

Name: Scios, Inc.

Street Address: 2450 Bayshore Parkway

Internal Address:

City: Mountain View

State: CALIFORNIA

Country:

Postal Code: 94043

PROPERTY NUMBERS

Patent Number: 5545618

Number of Properties: 1

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CORRESPONDENCE DATA:

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CUSTOMER NUMBER: 026111

NAME OF PERSON SIGNING: Michele Cimbala

DATE SIGNED: 10/29/2002

Total Attachments: 1

ASSIGNMENT

THIS ASSIGNMENT, by Joanne B. Mallory (hereinafter referred to as the assignor), residing at 7 Imperial Lane, Chestnut Ridge, New York 10977, witnesseth:

WHEREAS, the said assignor has, jointly with Douglas I. Buckley, Joel F. Habener and Svetlana Mojsov invented certain new and useful improvements in GLP-1 ANALOGS USEFUL FOR DIABETES TREATMENT set forth in an application for Letters Patent of the United States, [] having an oath or declaration executed on even date herewith; [X] bearing Serial No. 08/165,516 and filed on December 10, 1993, now United States Patent No. 5,545,618, issued August 13, 1996; and

WHEREAS, Scios Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2450 Bayshore Parkway, Mountain View, California 94043 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest of the said Joanne B. Mallory in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignor has sold, assigned, transferred and set over and by these presents does sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, all of his right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignor is the joint owner, together with Douglas I. Buckley, Joel F. Habener and Svetlana Mojsov of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that her rights therein are unencumbered and that the said assignor has good and full right and lawful authority to sell and convey her rights therein in the manner herein set forth.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that the said assignor will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

Date: 10/31/97
Name of Inventor: Joanne B. Mallory
Notary Public, State of New York
No. 01TE5061853
Qualified in Rockland County
Commission Expires June 17, 1998