



ILY

TO THE ASSISTANT COMMISSIONER

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

102205506

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. MAXIA PHARMACEUTICALS, INC.

3.
5.
7.

2.
4.
6.
8.

08-23-02

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? YES NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: INCYTE GENOMICS, INC.

ADDRESS: 3160 Porter Drive, Palo Alto, California 94304

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? YES NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

- ASSIGNMENT OF WHOLE PART INTEREST
- ORIGINAL FACSIMILE/PHOTOCOPY
- CHANGE OF NAME VERIFIED TRANSLATION
- SECURITY MERGER OTHER:

EXEC. DATE: August 21, 2002

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? YES NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 st INVENTOR if not in item 1
10/098,184					

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:

Pillsbury Winthrop LLP
Intellectual Property Group
P.O. Box 10500
McLean, VA 22102

6. NUMBER INVOLVED:

APPLNS 1 + PATS 0 = TOTAL = 1

7. AMOUNT OF FEE DUE: (Code 581)
ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:

P 1100016

5a

8. PLEASE CHARGE TO OUR DEPOSIT ACCOUNT
NUMBER: 03-3975

UNDER ORDER NO

88757

1100016

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO.

9. 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.

Signature

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)

11

Attorney: Robert C. Perez

Reg. No. 39,328

Date: August 23, 2002

Atty/Sec: RCP/smm

TEL: (703) 905-2159

FAX: (703) 905-2500

FILE WITH PTO RETURN RECEIPT (PAT-103A)

08/28/2002 TDIAZ1 00000183 033975 10098184
01 FC:581 40.00 CH

CONFIRMATION AND GRANT OF SECURITY INTEREST IN PATENTS

THIS CONFIRMATION AND GRANT OF SECURITY INTEREST IN PATENTS (this "Agreement") is made effective this 21st day of August, 2002 by **MAXIA PHARMACEUTICALS, INC.**, a Delaware corporation ("Grantor"), with its principal place of business located at 10835 Altman Row, Suite 250, San Diego, California 92121, in favor of **INCYTE GENOMICS, INC.**, a Delaware corporation ("Lender" and "Secured Party").

BACKGROUND

WHEREAS, Grantor and Lender are parties to that certain Note Purchase Agreement dated as of the date hereof; (as amended, supplemented or restated, the "Note Purchase Agreement"; capitalized terms are used herein as defined in the Note Purchase Agreement unless otherwise defined herein);

WHEREAS, pursuant to the Note Purchase Agreement, that certain Note dated as of the date hereof by Grantor in favor of Lender and that certain Security Agreement by and between Grantor and Lender dated as of the date hereof, Grantor has pledged and granted to Secured Party a security interest in the Collateral (as defined in the Security Agreement);

WHEREAS, Grantor has all right, title, and interest in the Collateral, including, without limitation, the Collateral shown on Schedule 1 hereto, and the parties desire to record Secured Party's security interest in certain of such Collateral relating to patents, patent applications, and other patent rights with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Grant of Security Interest. Grantor hereby grants to Secured Party a security interest in any and all: (i) patents, patent rights, patent registrations and applications, patent licenses, claims, and rights against third parties to sue for past, present, or future infringement of any patents, and all corresponding and related rights throughout the world (including, without limitation, those items set forth on Schedule 1, (collectively, the "Patents"); (ii) all general intangibles for money due or to become due, and all obligations related to the Patents of any kind or nature, associated with or arising out of any of the Patents and not otherwise described above, and (iii) all proceeds of the foregoing (i) through (ii) above (collectively, (i) through (iii) above being the "Property") and all interest, principal, royalties, license fees, rents, dividends, cash, instruments, and

other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for the Property and, to the extent not otherwise deemed included, any and all payments under insurance to the Grantor (regardless of whether or not Grantor or Secured Party is loss payee), or any indemnity, warranty, or guaranty, payable by reasons of loss or damage to the Property, to secure the complete and timely satisfaction of all of Grantor's Obligations.

2. Security Agreement. The security interest granted hereby has been granted in conjunction with the security interest granted to Secured Party under the Security Agreement, which this Agreement supplements. Grantor hereby acknowledges that the Property is part of the Collateral, and the Secured Party shall have the rights and remedies with respect thereto provided in the Security Agreement and the other Transaction Documents and as further provided by law. The provisions, terms and conditions of the Security Agreement and such other Transaction Documents relating to or affecting the Property or the Secured Party's security interest therein are incorporated herein by reference as though fully set forth herein. In the event of any inconsistency between any of the Transaction Documents and this Agreement, the terms of the applicable Transaction Documents shall control over the provisions of this Agreement.

3. Confirmation of Security Interest. Grantor hereby confirms that, pursuant to the Security Agreement, Grantor has granted to Secured Party a continuing security interest in and to the Collateral.

4. Representations, Warranties, and Covenants. Grantor hereby confirms, reaffirms and acknowledges each of the representations, warranties, and covenants made by Grantor in respect of the Collateral in the Note Purchase Agreement.

5. Further Acts. Grantor agrees, now and during the term of this Agreement, to do all acts the Secured Party may reasonable deem necessary or proper to carry out the intent and purpose of this Agreement, and to protect the security interest of Secured Party in the Property and the Collateral.

6. Information. Those parties desiring additional information regarding Secured Party's security interest in the Property may contact:

Incyte Genomics, Inc.
3160 Porter Drive
Palo Alto, California 94304
Attn: Chief Financial Officer
General Counsel

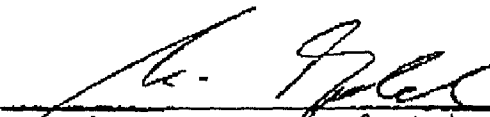
7. Execution in Counterparts. This Agreement may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original hereof.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers,
have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

MAXIA PHARMACEUTICALS, INC.

By: 
Name: Magnus Pfahl
Title: Chairman of the Board +
Chief Scientific Officer

SECURED PARTY:

INCYTE GENOMICS, INC., a
Delaware Corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers,
have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

MAXIA PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

INCYTE GENOMICS, INC., a
Delaware Corporation

By: Paul A. Friedman
Name: Paul A. Friedman
Title: Chief Executive Officer

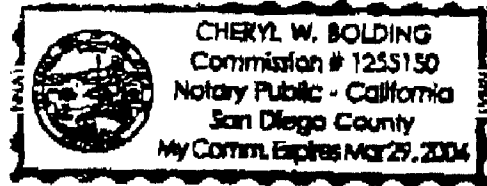
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
County of San Diego) ss.

On 8/20 2002, before me, Cheryl W. Bolding, a Notary Public in and for the State of California, personally appeared Miguel P. Pardo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the within instrument in his or her authorized capacity and that, by his or her signature on the within instrument, the person or entity upon behalf of which he or she acted executed the within instrument.

WITNESS my hand and official seal.

Signature Cheryl W. Bolding (Seal)



SCHEDULE 1

Application/ Patent Number	Assignee	Filing Date (F) Issued (I) Published (P)	Territory/ Country	Title	Type(s) of Protection	Disease Areas
1a WO 9801132	Galderma	7/18/1997 (F)	PCT US	Apoptosis inducing adamantyl derivatives and their use as anti cancer agents, especially for cervical diseases and dysplasia	C, U	Cervical dysplasia (CIN), cancer and dermatological conditions
US 6127415	Galderma	10/3/2000 (I)	US			
US 09/498,347 (CIP issue fee due 08/21/02)	Galderma	07/08/97(F)	US			
Australian Nat. Phase						
1b Ser. No. 36485/97	Galderma	7/18/1997 (F)	Australia			
Bulgarian Nat. Phase						
Ser. No. 103152	Galderma	7/18/1997 (F)	Bulgaria			
Brazilian Nat. Phase						
Ser. No. p19710255-5	Galderma	7/18/1997 (F)	Brazil			
Belarus Nat. Phase						
Ser. No. 19990102	Galderma	7/18/1997 (F)	Belarus			
Canadian Nat. Phase						
Ser. No. 2259936	Galderma	7/18/1997 (F)	Canada			
Chinese Nat. Phase						
Ser. No. 97197743.7	Galderma	7/18/1997 (F)	China			
Czech Nat. Phase						
Ser. No. PV-34-99	Galderma	7/18/1997 (F)	Czech			
European Nat. Phase						
Ser. No. 97933256.6	Galderma	7/18/1997 (F)	EPO			
Hungarian Nat. Phase			Countries			
Ser. No. p9903834	Galderma	7/18/1997 (F)	Hungary			
Israeli Nat. Phase						
Ser. No. 127946	Galderma	7/18/1997 (F)	Israel			
Japanese Nat. Phase						
Ser. No. 10-505-270	Galderma	7/18/1997 (F)	Japan			
Korean Nat. Phase						
Ser. No. 7000075/1999	Galderma	7/18/1997 (F)	S. Korea			
Mexican Nat. Phase						
Ser. No. 990418	Galderma	7/18/1997 (F)	Mexico			
Norway Nat. Phase						
Ser. No. 990066	Galderma	7/18/1997 (F)	Norway			
New Zealand Nat. Phase						
Ser. No. 333800	Galderma	7/18/1997 (F)	New Zealand			
Polish Nat. Phase						
Ser. No. p331075						
Romanian Nat. Phase	Galderma	7/18/1997 (F)	Poland			
Ser. No. 99-40008						
Russian Nat. Phase	Galderma	7/18/1997 (F)	Romania			
Ser. No. 99102174						
Singapore Nat. Phase	Galderma	7/18/1997 (F)	Russian Federation			
Ser. No. 9900088-7						
Turkey Nat. Phase	Galderma	7/18/1997 (F)	Singapore			
Ser. No. Tr1999- 00684B	Galderma	7/18/1997 (F)	Turkey			

Patent Number	Issued (I) Published (P)	Country	Protection
2a U.S. Utility (Serial No. 09/652,810, issue fee due 11/13/02, Priority to US Provisional, No. 60/151,670, filed 8/31/1999)	MAXIA 8/31/2000 (F)	US	Heterocyclic derivatives for the treatment of diabetes and other diseases
2b WO 01/16122 Ser. No. PCT/US/24,222 (Priority to US Provisional, No. 60/151,670, filed 8/31/1999)	MAXIA 08/31/00(F) 3/8/2001 (P)	PCT and all signatory countries. Nat. Phase filings completed 2/28/02	Benzylidene- Thiazolidinediones and Analogues and their use in the treatment of diabetes (title amended by Examiner)
2c Phillipines Nat. Phase Ser. No. 1-2000-02380	MAXIA 08/31/00, (F)	Phillipines,	Heterocyclic derivatives for the treatment of diabetes and other diseases(Orig. US Title)
Taiwan Nat. Phase Ser. No. 98117764	MAXIA 08/31/00, (F)	Taiwan	
Thailand Nat. Phase Ser. No. 060030	MAXIA 08/31/00, (F)	Thailand	
Brazilian Nat. Phase Ser. No. P1001.3671-9	MAXIA 08/31/00, (F)		Benzylidene- Thiazolidinediones and Analogues and their use in the treatment of diabetes (amended title from PCT)
Canadian Nat. Phase Ser. No. *****	MAXIA 08/31/00, (F)		
China Nat. Phase Ser. No. 00815079.6	MAXIA 08/31/00, (F)		
Eurasian Nat. Phase Ser. No*****	MAXIA 08/31/00, (F)		
European Nat. Phase Ser. No. 00957950.9	MAXIA 08/31/00, (F)		
Hungarian Nat. Phase Ser. No. *****	MAXIA 08/31/00, (F)		
Israeli Nat. Phase Ser. No. 148361	MAXIA 08/31/00, (F)		
Japanese Nat. Phase Ser. No. 2001-519689	MAXIA 08/31/00, (F)		
Mexican Nat. Phase Ser. No. 2002-002257	MAXIA 08/31/00, (F)		
Norway Nat. Phase Ser. No. 20020960	MAXIA 08/31/00, (F)		
New Zealand Nat. Phase Ser. No. 517993	MAXIA 08/31/00, (F)		
Poland Nat. Phase Ser. No. P-354334	MAXIA 08/31/00, (F)		
Ukraine Nat. Phase Ser. No. 2002032523	MAXIA 08/31/00, (F)		
S. Africa Nat. Phase Ser. No. 2002/2064	MAXIA 08/31/00, (F)		

Patents (continued)

	Application/ Patent Number	Assignee	Filing Date (F) Issued (I) Published (P)	Territory/ Country	Title	Type(s) of Protection	Disease Areas
3a	US Utility Ser. No. 09/655,460 (Priority to US provisional, serial No. 09/655,460, filed 8/31/1999)	MAXIA	8/31/2000 (F)	US,	Heterocyclic derivatives, inflammation and other diseases	C, U	Inflammatory diseases and other diseases
3b	WO 01/16123 Ser. No. PCT/US00/24,348 Priority to US Provisional, No. 60/151,670, filed 8/31/1999)	MAXIA	08/31/00 (F) 3/8/2001 (P)	PCT, including all signatory countries Nat. Phase filings complete 02/28/02 fili ngs due	Benzylidene- Thiazolidinediones and Analogues and their use in the treatment of inflammation		
3c	Canada Nat. Phase Ser. No. *****	MAXIA	08/31/00 (F)				
	European Nat. Phase Ser. No. 00961550.1	MAXIA	08/31/00 (F)				
	Japanese Nat. Phase Ser. No. 2001-519690	MAXIA	08/31/00 (F)				
4a	U.S. Utility No. 10,094,142 Priority to US Provisional, No. 60/274,751, filed 3/7/2001)	MAXIA	3/7/2002 (F)	US, - US Utility & Intn'l. Filings	Heterocyclic derivatives for the treatment of cancer and other proliferative diseases	C, U	Cancer, uncontrolled cellular proliferation
4b	WO No. PCT/US02/07001 (Priority to US Provisional, No. 60/274,751, filed 3/7/2001)	MAXIA	Expected 8/2002 (P)	PCT and all signatory countries.	Heterocyclic derivatives for the treatment of cancer and other proliferative diseases		
5a	U.S. Utility No. 10,098,184 Priority to US Provisional, No. 60/274,342, filed 3/8/2001)	MAXIA	3/8/2002 (F)	US - US Utility & Intn'l. Filing	RXR activating molecules	C, U	Diabetes and Lipid/ carbohydrate metabolism disorders
5b	WO No. Unpublished PCT/US02/07342 (Priority to US Provisional, No. 60/274,342, filed 3/8/2001)	MAXIA	Expected 09/08/2002(P)	PCT and all signatory countries.	RXR activating molecules		

Patents (continued)

Application/ Patent Number	Assignee	Filing Date (F) Issued (I) Published (P)	Territory/ Country	Title	Type(s) of Protection	Disease Areas
6 US Provisional serial No. is 60/313,199	MAXIA	8/17/2001 (F)	US- Intn'l. Filings completed 8/17/02	Compounds for the treatment of dyslipidemia and hypercholesteremia	C, U	Dyslipidemia, hypercholesteremia, atherosclerosis
7 US Provisional serial No. is 60/334,794	MAXIA	11/15/2001 (F)	US- Intn'l. Filing due 11/15/02	N-Substituted heterocycles for the treatment of hypercholesteremia, Dyslipidemia and other metabolic disorders; and cancer	C, U	Hypercholesteremia, metabolic disorders, atherosclerosis
8 US Provisional serial No. is 60/337,195	MAXIA	12/6/2001 (F)	US, Intn'l. Filing due 12/06/02	2-Substituted Thiazolidinone and Oxazolidinone derivatives for the inhibition of phosphatases and the treatment of cancer	C, U	Cancer and other diseases
9 US Provisional serial No. is 60/362,702	MAXIA	3/8/2002 (F)	US, Intn'l. Filing due 03/08/03	Heterocyclic Amide Derivatives For The Treatment of Diabetes and Other Diseases	C, U	Metabolic disorders, type II diabetes, cancer and other diseases
10 US Provisional serial No. 60/362,732	MAXIA	3/8/2002 (F)	US, Intn'l. Filing due 03/08/03	Bicyclic Heterocycles For The Treatment Of Diabetes And Other Diseases	C, U	Metabolic disorders, type II diabetes, cancer and other diseases
11 Patent	MAXIA	To be filed	US, World Wide	I Kappa Kinase inhibitors for the treatment of cancer and other diseases	C, U	Cancer, inflammation and metabolic diseases

Footnotes: (1) Composition (2) Utility