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| Form PTO-1595<br>(Rev. 03/01)<br>OMB No. 0651-0027 (exp. 5/31/2002)<br>Tab settings  |  | <b>RECORDATION FORM COVER SHEET</b><br><b>PATENTS ONLY</b>   |  | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |  |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.  |  |  |  |   |  |
| 1. Name of conveying party(ies):<br>Nextran, Inc.  |  | 2. Name and address of receiving party(ies)<br>Name: BioScience 2002 LLC<br>Internal Address: DF3-3E<br><br>Street Address: One Baxter Parkway<br><br>City: Deerfield State: IL Zip: 60015   |  |   |  |
| Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |  |  |   |  |
| 3. Nature of conveyance:<br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other  |  |  |  |   |  |
| Execution Date: 02/11/2003   |  | Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   |  |
| 4. Application number(s) or patent number(s):<br>If this document is being filed together with a new application, the execution date of the application is:<br>A. Patent Application No.(s) 7/935,763;<br>9/060,525; 9/292,153; 60/279,337<br>B. Patent No.(s) 6,166,288;<br>5,917,122<br>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |  |  |   |  |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br>Name: Joseph P. Reagan<br>Internal Address:<br><br>Street Address: Baxter Healthcare Corporation<br>One Baxter Parkway<br>City: Deerfield State: IL Zip: 60015  |  | 6. Total number of applications and patents involved: 6<br>7. Total fee (37 CFR 3.41).....\$ 240.00<br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br>8. Deposit account number:<br>02-1444 |  |   |  |
| <b>DO NOT USE THIS SPACE</b>   |  |  |  |   |  |
| 9. Signature.<br><br>Joseph P. Reagan, Reg. # 35,332<br>Name of Person Signing<br><br><br>Signature<br>02/11/2003<br>Date<br><br>Total number of pages including cover sheet, attachments, and documents: 6  |  |  |  |   |  |

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

## ASSIGNMENT

(For recording in the U.S. Patent and Trademark Office)

For good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, NEXTRAN, INC. (hereinafter referred to as "assignor"), having a principal place of business at Princeton, New Jersey hereby assigns to BioScience 2002 LLC (hereinafter referred to as "assignee"), a limited liability corporation of Delaware, having a principal place of business at Deerfield, Illinois, the entire right, title and interest in the United States in the inventions or improvements in the patent applications and Letters patents of the United States listed in the attached Appendix A, and in any divisionals, continuations, reissues or extensions thereof, the same to be held and enjoyed by the said assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of said Patent, with the right to sue for, and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns and other legal representatives.

Assignor warrants that it is the owner of the interest herein assigned and it has the right to make this assignment; and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

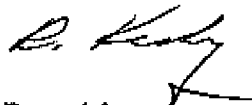
For said considerations we hereby agree, upon the request and at the expense of said assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives and assigns may deem necessary or expedient, and for the said considerations we further agree, upon the request of said assignee, its successors, legal representatives and assigns, in the event of said application or

any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in interference, to cooperate to the best of our ability with said assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. We further agree to perform, upon such request, any and all affirmative acts to obtain Letters patent, and vest all rights therein hereby conveyed in the said assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, and for the said considerations we hereby also assign to said assignee, its successors, legal representatives and assigns the entire rights, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and we further agree upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

IN WITNESS WHEREOF, a duly authorized office of Assignor has executed this Agreement this 11th day of February 2003.

NEXTRAN, INC.

By:



Title: President

### APPENDIX A PATENTS

|   | <b>Title</b>   | <b>Patent No.</b> | <b>Issued</b>     | <b>Filing Date</b> |
|---|--|-------------------|-------------------|--------------------|
| 1 | Method of Producing Transgenic Animals for Xenotransplantation Expressing Both an Enzyme Masking or Reducing the Level of Gal Epitope and a Complement Inhibitor | 6166288           | December 20, 2000 | July 3, 1996       |
| 2 | Tetracycline Repressor-Mediated Binary Regulation System for Control of Gene Expression in Transgenic Mice   | 5917122           | June 29, 1999     | February 24, 1995  |
|   |  |                   |                   |                    |

### PATENT APPLICATIONS

|   | <b>Title</b>                                 | <b>Serial No.</b> |           | <b>Filing Date</b> |
|---|--|-------------------|-----------|--------------------|
| 1 | Tetracycline Gene Regulation                 | 07/935763         | Abandoned | August 26, 1992    |
| 2 | Inhibition of Xenoreactive Antibodies        | 09/060525         | Abandoned | April 15, 1998     |
| 3 | Inhibition of Xenoreactive Antibodies        | 09/292153         | Pending   | April 15, 1999     |
| 4 | Elimination of Endogenous Porcine Retrovirus | 60/279337         | Closed    | March 28, 2002     |

STATE OF ILLINOIS        )  
COUNTY OF Lake        )

On February 11, 2003 before me, Mary W. Raub Notary       Public,  
personally appeared Robert Keeley, 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 executed the same in  
his authorized capacity, and that by his signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary W. Raub (SEAL)  
NOTARY PUBLIC SIGNATURE

