

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

# RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No. NX-5632

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

<p>1. Name of conveying party(ies):</p> <p>Nextran Inc.</p> <p>Additional Name(s) of conveying party(ies) attached? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: BioScience 2002 LLC</p> <p>Internal Address: One Baxter Parkway Deerfield, IL 60015, USA</p>					
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date(s): 02182003</p>		<p>Street Address: One Baxter Parkway Deerfield, IL 60015, USA</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no (see attached sheet)</p>					
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p> <table border="0"> <tr> <td>A. Patent Application No.(s)</td> <td>B. Patent No.(s)</td> </tr> <tr> <td>10/113,664</td> <td></td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>				A. Patent Application No.(s)	B. Patent No.(s)	10/113,664	
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10/113,664							
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Janice Guthrie, Ph.D. Internal Address: Baxter Healthcare Corporation P.O. Box 15210 Irvine, California 92623-5210</p> <p>Street Address: 17511 Armstrong Avenue Irvine, California 92614</p>		<p>6. Total number of applications and patents involved: [ 1 ]</p> <p>7. Total fee (37 CFR 3.41)..... \$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 02-1437</p>					

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.*

Janice Guthrie, Reg. No. 35,170  
Name of Person Signing

  
Signature

2/19/03  
Date

Total number of pages including cover sheet, attachments and document: [ 4 ]

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

700024568

PATENT  
REEL: 013435 FRAME: 0093

Serial No. 10/113,664

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 (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 corporation of Delaware, having a principal place of business at One Baxter Parkway, Deerfield, Illinois 60015, the entire right, title and interest throughout the world in our invention or improvements in ELIMINATION OF ENDOGENOUS PORCINE RETROVIRUS, U.S. Application No. 10/113,664 filed March 28, 2002 application for Letters patents of the United States therefore, 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 behalf, and for the use and behalf 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

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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 officer of Assignor has executed  
this Agreement this 18<sup>th</sup> day of February 2003.

NEXTRAN, INC.

By:   
Robert Keeley  
Title: President *JKW*

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STATE OF ILLINOIS )

COUNTY OF Lake )

On February 18, 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

