

01-28-2003



HEET
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Attorney Docket
No.: 040853-01-5052

102349331

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

1. Name of conveying party(ies):

Shawn DeFrees
David Zopf
Robert Bayer
Caryn Bowe
David Hakes
Xi Chen

1-24-03

2. Name and address of receiving party(ies):

Neose Technologies, Inc.
102 Witmer Road
Horsham, Pennsylvania 19044

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **October 23 and 28, 2002**

RECORDS
NOV 24 AM 2:19
FINANCE SECTION

4. Application number(s) or patent number(s): 10/287,994

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? Yes No

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

KATHRYN DOYLE, Ph.D., J.D.
MORGAN, LEWIS & BOCKIUS, L.L.P.
1701 Market Street
Philadelphia, PA 19103
Telephone: (215) 963-5000
Direct Dial: (215) 963-4723
Facsimile: (215) 963-5001
E-Mail: kdoyle@morganlewis.com

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = \$ **40**

Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0310

(Billing No.: 040853-01-5052)

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.

Darryl Pratcher

Name of Person Signing

Darryl Pratcher
Signature

1/16/03

Date

Total number of pages including cover sheet, attachments and document: [6]

OMB No. 0651-0011 (exp. 4/94)

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01/27/2003 ECOOPER 00000089 500310 10287994

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ASSIGNMENT

WHEREAS, we, **Shawn DeFrees, David Zopf, Robert Bayer, Caryn Bowe, David Hakes**, respectively citizens of the United States; and **Xi Chen**, a citizen of the People's Republic of China, with respective post office addresses of 126 Filly Drive, North Wales, PA 19454; 560 W. Beechtree Lane, Wayne, PA 19087; 6105 Dirac Street, San Diego, CA 92122; 276 Cherry Lane, Doylestown, PA 18901; 14 Fern Avenue, Willow Grove, PA 19090 and 107 Whitney Place, Lansdale, PA 19446, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

REMODELING AND GLYCOCONJUGATION OF PEPTIDES

for which we have executed a United States patent application, Application No. 10/287,994, filed November 5, 2002, and

ASSIGNORS authorize **ASSIGNEE** or **ASSIGNEE's** representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, Neose Tehnologies, Inc., a corporation having a place of business at 102 Witmer Road, Horsham, PA 19044, hereinafter generally referred to as "**ASSIGNEE**", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned **ASSIGNORS**, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named **ASSIGNEE**, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

(Date) Shawn DeFrees 10/23/02 (Seal)
Shawn DeFrees

(Date) David Kopf 10/23/02 (Seal)
David Kopf

(Date) Robert J. Bayer 10/28/02 (Seal)
Robert Bayer

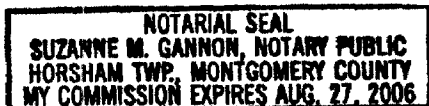
(Date) Caryn Jany Bowe 10-23-2002 (Seal)
Caryn Bowe

(Date) David Hakes 10-23-2002 (Seal)
David Hakes

(Date) Chen Xi 10-23-02 (Seal)
Xi Chen

STATE OF Pennsylvania :
COUNTY OF Montgomery : SS.

Before me, a notary public in and for the State and County aforesaid, on this 23 day of October, 2002, personally appeared **Shawn DeFrees**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Suzanne M. Gannon
Notary Public

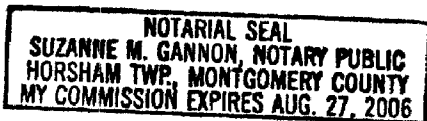
My Commission Expires: 8/27/06

STATE OF Pennsylvania :
COUNTY OF Montgomery : SS.

Before me, a notary public in and for the State and County aforesaid, on this 23 day of October, 2002, personally appeared **David Zopf**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Suzanne M. Gannon
Notary Public

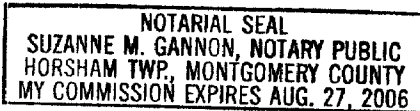
My Commission Expires: 8/27/06



STATE OF Pennsylvania :
 : ss.
COUNTY OF Montgomery :

Before me, a notary public in and for the State and County aforesaid, on this 23 day of October, 2002, personally appeared **David Hakes**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Suzanne M. Gannon
Notary Public



My Commission Expires: 8/27/06

STATE OF Pennsylvania :
 : ss.
COUNTY OF Montgomery :

Before me, a notary public in and for the State and County aforesaid, on this 23 day of October, 2002, personally appeared **Xi Chen**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Suzanne M. Gannon
Notary Public

My Commission Expires: 8/27/06

