

1-24-03



To the Honorable Commissioner of Patents and Trademarks

102351947

Documents or copy thereof.

1. Name of conveying party(ies):  
Pangene Corporation  
Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date(s): December 31, 2002

2. Name and address of receiving party(ies)  
Name: NaPro BioTherapeutics, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 6304 Spine Road, Unit A  
City: Boulder State: CO ZIP: 80301  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date(s) of the application is/are: \_\_\_\_\_  
and the attorney docket number is: \_\_\_\_\_

A. Patent Application No. 09/209,676

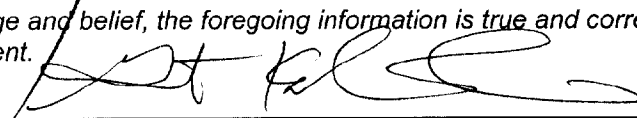
B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Grant Kalinowski  
Internal Address: c/o Fish & Neave  
Street Address: 1251 Avenue of the Americas  
City: New York State: NY ZIP: 10020

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  Authorized to be charged to deposit account  
 Charge excess/credit overpayment to deposit account  
8. Deposit account number:  
06-1075  
(Attach duplicate copy of this page if paying by deposit account)

01/29/2003 DBYRNE 00000125 09209676 DO NOT USE THIS SPACE

9. Statement and signature. 40.00  
*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.*  
Grant Kalinowski  January 24, 2003  
Name of Person Signing Signature Date

Reg. No. 48,314 Total number of pages including cover sheet, attachments, and document: 3

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

EV133109502US

ASSIGNMENT

Pangene Corporation, organized and existing under the laws of the State of California and having an office and a place of business at 5500 Stewart Avenue, Fremont, CA 94538 for good and valuable consideration, receipt of which is hereby acknowledged, have assigned, sold and transferred to and do hereby assign, sell and transfer to NaPro BioTherapeutics, Inc., a corporation organized and existing under the laws of the State of Delaware and having an office and a place of business at 6304 Spine Road, Unit A, Boulder, Colorado 80301 and at 15 Innovation Way, Newark, Delaware 19711, its successors and assigns: (1) the entire right, title and interest in the United States and in all countries throughout the world in and to any and all its inventions and discoveries disclosed in the application for Letters Patent in the United States entitled: The Use Of Consensus Sequences For Targeted Homologous Gene Isolation And Recombination In Gene Families , invented by Sushma Pati of 151 Marva Oaks Drive, Woodside, CA 94062, David A. Zarlring of 1095 Colby Avenue, Menlo Park, CA 94025, Christopher Lehman of 1460 Floyd Avenue, Sunnyvale, CA 94087, and Hong Zeng of 20094 Wheaton Drive, Cupertino CA 95014 and filed in the United States Patents and Trademark Office on December 11, 1998 , under Serial Number(s) 09/209676 , including any provisionals, priority applications, renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof, and any substitute applications therefore without limitation, the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representative, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason or past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives. ; (2) the full and complete right to record Assignee as owner of the Patents, including, without limitation, with respect to all substitutions, continuations, divisions, continuations-in-part, reissues, reexaminations or extensions or foreign equivalents thereof, and to issue any and all letters patents thereon to Assignee for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives and to file patent applications in the name of NaPro BioTherapeutics, Inc. its designee, or in its name or the inventor's names at NaPro BioTherapeutics, Inc. or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any other country of the world any any renewals, revivals, reissues, reexaminations and extensions of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

Pangene Corporation hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to NaPro BioTherapeutics, Inc. as the assignee of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by Pangene Corporation had this assignment, sale and transfer not been made.

Pangene Corporation agrees, at any time, upon the request of NaPro BioTherapeutics, Inc. to execute and to deliver to NaPro BioTherapeutics, Inc. any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries or applications, and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

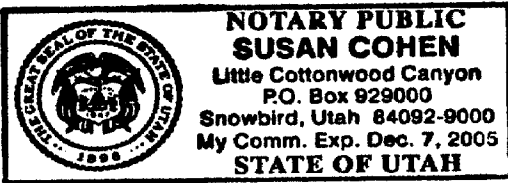
Pangene Corporation further agrees at any time to execute and to deliver upon request of NaPro BioTherapeutics, Inc. such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of NaPro BioTherapeutics, Inc. under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

ASSIGNOR:

*David Zarling*  
David Zarling  
President & CEO  
Pangene Corporation

On this 31<sup>st</sup> day of December, 2002, David Zarling personally appeared before me, a Notary Public in and for the State of UTAH, and duly acknowledged the executed Assignment on behalf of the Assignee.

*Susan Cohen*  
Notary Public



ACKNOWLEDGEMENT OF ASSIGNEE:

NaPro BioTherapeutics, Inc.

By: *Hope Liebe*  
Hope Liebe  
Vice President, Business Development &  
General Counsel, Genomics

On this 14<sup>th</sup> day of January, 2002<sup>3</sup>, Hope Liebe personally appeared before me, a Notary Public in and for the State of Delaware, and duly acknowledged the executed Assignment on behalf of the Assignee.

*Ann F McElhenny*  
Notary Public