

Form PTO-1595

(Rev. 10/02)

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RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

Braintree Laboratories, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Correction of Document Date

Execution Date: 8/4/03

2. Name and address of receiving party(ies)

Name: Nabi Biopharmaceuticals

Internal Address: _____

Street Address: 5800 Park of Commerce Blvd.
N.W.City: Boca Raton State: FL Zip: 33487Additional 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 of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) Attached ScheduleAdditional numbers attached? ☒ Yes ☐ No

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

Name: Kenny LargessInternal Address: Nutter, McClennen & Fish, LLPStreet Address: World Trade Center West155 Seaport BoulevardCity: Boston State: MA Zip: 02210-2606. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ _____

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

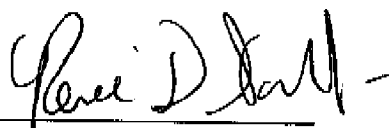
141449

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9. Signature.

Renee' Diana Sanft

Name of Person Signing



Signature

9/4/03

Date

Total number of pages including cover sheet, attachments, and documents: 7Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 013933 FRAME: 0849

PATENT ASSIGNMENT - SCHEDULE 1

I. Issued Patents

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>
PHOSPHORUS BINDER	United States	4,870,105 ✓	September 26, 1989
PHOSPHORUS BINDER	Canada	1333884	January 10, 1995
ENCAPSULATED CALCIUM ACETATE CAPLET AND A METHOD FOR INHIBITING GASTROINTESTINAL PHOSPHOROUS ABSORPTION	United States	6,576,665 ✓	June 10, 2003

II. Pending Patent Applications

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>
ENCAPSULATED CALCIUM ACETATE CAPLET AND A METHOD FOR INHIBITING GASTROINTESTINAL PHOSPHOROUS ABSORPTION	United States	Continuation Serial Number 10/279,598 ✓	October 24, 2002

Execution Version

PATENT ASSIGNMENT

WHEREAS, Braintree Laboratories, Inc., a Massachusetts corporation ("Assignor") having a principal place of business at 60 Columbian Street West, Braintree, Massachusetts 02185-0929, and Nabi Biopharmaceuticals, a Delaware corporation having a principal place of business at 5800 Park of Commerce Boulevard, N.W., Boca Raton, Florida 33487 ("Assignee"), have entered into that certain Asset Purchase Agreement, dated as of June 23, 2003 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in and to the patents and patent applications listed on Schedule 1 attached hereto, and the inventions and discoveries disclosed therein (the "Patents"); and

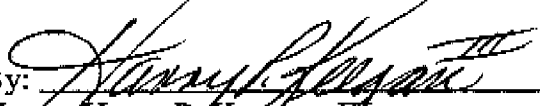
WHEREAS, the Purchase Agreement contemplates that and Assignee desires to, together with its successors and assigns, acquire all right, title and interest in and the benefits and privileges of the Patents;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, its receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby, without reservation:

1. Sells, assigns, transfers and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Patents and in all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and the inventions and discoveries disclosed therein, including, without limitation any and all divisions, continuations and continuations-in-part, or reissues or extensions of the Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and enjoyment and the use and enjoyment of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Patents to Assignee, as assignee of the entire interest thereto.
3. Binds itself, and its successors, legal representatives and assigns to do, upon Assignee's request and at Assignee's expense, without additional consideration to Assignor or its successors, legal representatives and assigns, all acts reasonably serving to assure that said Patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful documents in form and substance as may be requested by Assignee to effectuate this assignment.


IN WITNESS WHEREOF, the undersigned certifies that the undersigned is an officer of Assignor and is duly authorized by Assignor to execute this Patent Assignment on its behalf, and has executed this Patent Assignment as an instrument under seal as of this 4th day of August 2003.

BRAINTREE LABORATORIES, INC.

By: 
Name: Harry P. Keegan, III
Title: President and Chief Executive Officer

Commonwealth of Massachusetts
County of Norfolk

On this 4th day of August 2003, before me appeared Harry P. Keegan, III, the duly elected and authorized President and Chief Executive Officer of the Assignor, and acknowledged that the foregoing instrument is his/her free act and deed and the free act and deed of Assignor.


Notary Public

My commission expires:

