## PATENT ASSIGNMENT

Electronic Version v07 Stylesheet Version v02

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF ASSIGNOR'S INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
Gliatech, Inc.	2003-04-01

### **RECEIVING PARTY DATA**

Name	Street Address	Internal Address	City	State/Country	Postal Code
Abgenix, Inc.	6701 Kaiser Drive		Fremont	CALIFORNIA	94555

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number	6333034	

### **CORRESPONDENCE DATA**

FAX NUMBER: 650-327-3231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the

official record on file at the USPTO. CUSTOMER NUMBER: 024353

NAME OF PERSON SIGNING:	Bret E. Field
DATE SIGNED:	2003-09-19

Total Attachments: 4 source=Assign4.tif source=Assign2.tif source=Assign3.tif source=Assign1.tif

## GLIATECH INC. CLOSING CERTIFICATE

GLIATECH INC., a Delaware corporation ("Seller"), hereby certifies the following:

- 1. This Closing Certificate is furnished pursuant to Section 2.1(d) of the Asset Purchase and Intellectual Property Assignment Agreement dated as of March 31, 2003 (the "Purchase Agreement"), by and between Seller and Abgenix, Inc., a Delaware corporation.
- 2. As of the Closing Date, each of the conditions specified in Section 2.1(d) of the Purchase Agreement has been satisfied with respect to Seller.

IN WITNESS WHEREOF, this Closing Certificate has been executed by Seller as of the 31st day of March, 2003.

GLIATECH INC.

By:\_\_\_

Name: Title:

KUNTIS ZAGG

{377612:}

## **B. PATENT APPLICATIONS:**

Based on PCT/US98/17500 [WO 99/I0009] which corresponds to U. S. Application No. 09/138,723 filed August 24, 1998 with priority to U.S. Application No. 08/918,349 filed August 26, 1997.

Country	Application No.	Status / Patent No.
United States	09/486,773	Pending
Australia	92033/98	Pending
Canada	2,302,317	Pending
Europe	98944501.0	Pending
Hong Kong	00108042.1	Pending
New Zealand	503033	Pending
Japan	2000-507398	Pending
Norway	2000-0935	Pending

- 2. <u>No Rights in Third Parties</u>. Nothing express or implied in this Assignment is intended to confer upon any person, other than the parties to the Purchase Agreement and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Assignment.
- 3. <u>Successors and Assignees</u>. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Assignment on the date first above written.

GLIATECH, INC.,

By:\_\_\_ Name:

Name: Title:

TREASURER

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# CORPORATE ACKNOWLEDGEMENT

STATE OF	OHU 0	)	_		
COUNTY OF _	CHYANTGA	) to	wit		
On this _	Armic 1 day of March, 200	3, before me, _	MATT	Squmon	,
the undersigned	Notary Public, person	nally appeared	KUNTI	TABELL	,
personally know	vn to me (or proved to	me on the basi	is of satisfa	ctory evidence)	to be the
	cuted the above and f F , on behalf of the co				ed to me
that the corpora	tion executed it.				
WITNES	SS my hand and offici	NIMIN	olic in and	for said State	

MATT SALMON, Notary Public State of Ohio, Cuyahoga County My Commission Expires April 7, 2007

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made as of this 31<sup>st</sup> day of March, 2003, by Gliatech, Inc. ("Seller"), in favor of Abgenix, Inc. ("Buyer").

## **RECITALS**

- A. Seller and Buyer have entered into an Asset Purchase and Intellectual Property Assignment Agreement dated as of March 31, 2003 (the "Purchase Agreement"), pursuant to which Buyer purchases from Seller, and Seller sells to Buyer, certain patents of Seller and all right, title and interest that Seller has in certain patent applications.
- B. For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Seller, Seller desires to give this Assignment for the purpose of effecting such purchase and sale pursuant to the provisions of the Purchase Agreement.

# **SELLER AGREES AS FOLLOWS:**

1. <u>Assignment of Patents and Applications by Seller</u>. Seller does hereby sell, convey, assign, transfer, and deliver to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the patents set forth below and all of Seller's right, title and interest in and to the patent applications set forth below:

#### A. PATENTS:

U.S. Patent 6,333,034 entitled "Process for Inhibiting Complement Activation via the Alternative Pathway." Inventors: R. Gupta-Bansal, K.R. Brunden and J.B. Parent Filed: 08/24/98. Issued 12/25/01.

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RECORDED: 09/19/2003