

Docket No.: NX

**RECORDATION FORM COVER SHEET
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CONVEYANCE TYPE

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other _____

CONVEYING PARTY(ies)☐ Mark if additional names of conveying parties attachedName (line 1) BioScience 2002 LLC

Name (line 2) _____

Execution Date
Month Day Year
10162003**Second Party**

Name (line 1) _____

Name (line 2) _____

Execution Date
Month Day Year**RECEIVING PARTY**☐ Mark if additional names of receiving parties attachedName (line 1) Mayo Foundation for Medical Education and Research

Name (line 2) _____

Address (line 1) 200 First Street SW

Address (line 2) _____

Address (line 3) Rochester Minnesota 55905
City State/Country Zip Code

☐ If document to be recorded
is an assignment and the receiving
party is not domiciled in the United
States, an appointment of a domestic
Representative is attached.
(Designation must be a
separate document from assignment)

DOMESTIC REPRESENTATIVE NAME AND ADDRESS

Enter for the first Receiving Party Only

Name Michael C. Schiffer, Esq.Address (line 1) Baxter Healthcare CorporationAddress (line 2) P. O. Box 15210Address (line 3) Irvine, California 92623-5210Address (line 4) USA**FOR OFFICE USE ONLY****700049297****PATENT
REEL: 014066 FRAME: 0540****CH \$160.00 021437 09060525**

Page 2**CORRESPONDENT NAME AND ADDRESS****Area Code and Telephone No.** (949) 474-6439Name Baxter Healthcare CorporationAddress (line 1) P. O. Box 15210Address (line 2) Irvine, California 92623-5210

Address (line 3) _____

PAGES

Enter the total number of pages of the attached conveyance document including any attachments.

6**APPLICATION NUMBER(s) or PATENT NUMBER(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property)

Patent Application Number(s)09/060525 10/402845 _____**Patent Number(s)**6166288 6572867 _____

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

PATENT COOPERATION TREATY (PCT)Enter PCT application number
only if a US Application number
has not been assigned.

PCT _____ PCT _____ PCT _____

PCT _____ PCT _____ PCT _____

NUMBER OF PROPERTIESEnter the total number of properties involved # 4**FEE AMOUNT**Fee Amount for Properties Listed (37 CFR 3.41): \$160.00**Method of Payment****Deposit Account No. 02-1437 [NX]**Authorization to charge additional fees: Yes ☒ No ☐**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. Charges to deposit account are authorized, as indicated herein.*Michael C. Schiffer, Reg. No. 30,215
Name of Person Signing

Signature

Date

10-16-2002

ASSIGNMENT(For recording in the U.S. Patent and Trademark Office)

For good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, BioScience 2002 LLC (hereinafter referred to as "assignor"), having a principal place of business at Deerfield, Illinois hereby assigns to Mayo Foundation for Medical Education and Research (hereinafter referred to as "assignee"), a corporation of Minnesota, having a principal place of business at Rochester, Minnesota, the entire right, title and interest in the United States in the inventions or improvements in the patent applications and Letters patents of the United States listed in the attached Appendix A, 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 behoof, and for the use and behoof 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 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

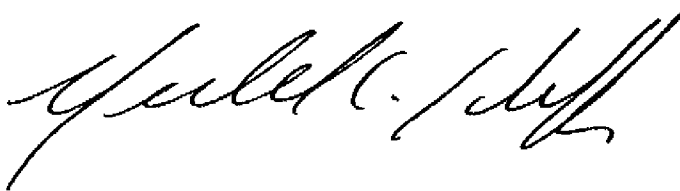
reissue thereof becoming involved in interference, to cooperate to the best of our ability with said assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. We further agree to 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 office of Assignor has executed this Agreement this 16th day of October 2003.

BioScience 2002 LLC

By: Michael C. Schiffer

Title: Authorized Signatory



**APPENDIX A
PATENTS**

	Title	Patent No.	Issued	Filing Date
1	Method of Producing Transgenic Animals for Xenotransplantation Expressing Both an Enzyme Masking or Reducing the Level of Gal Epitope and a Complement Inhibitor	6166288	December 20, 2000	July 3, 1996
2	Inhibition of Xenoreactive Antibodies	6572867	April 15, 1999	June 3, 2003

PATENT APPLICATIONS

	Title	Serial No.		Filing Date
1	Inhibition of Xenoreactive Antibodies	09/060525	Abandoned	April 15, 1998
2	Inhibition of Xenoreactive Antibodies	10/402845	Pending	March 28, 2003