

ASSIGNMENT

WHEREAS, we **Luigi Grasso, Nicholas C. Nicolaides and Philip M. Sass**, hereinafter referred to as the assignors, residing respectively at **707 Conshohocken State Road, Bala Cynwyd, Pennsylvania 19004, 4 Cider Mill Court, Boothwyn, Pennsylvania 19061, and 1903 Black Hawk Circle, Audubon, Pennsylvania 19403** are the joint inventors and/or contributors of certain inventions or improvements for which we have filed a provisional application in the United States Patent and Trademark Office, identified as Application No. **60/544,364**, filed **February 12, 2004**, entitled **MONOCLONAL ANTIBODIES THAT SPECIFICALLY BLOCK BIOLOGICAL ACTIVITY OF A TUMOR ANTIGEN**; and

WHEREAS, **Morphotek Inc.** hereinafter referred to as the assignee, of **210 Welsh Pool Road, Exton, Pennsylvania 19341**, a corporation of **Pennsylvania**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said provisional application, and to any patent application(s) corresponding thereto, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said provisional application and any and all corresponding patent application(s) and continuations, divisions and renewals of and substitutes for said corresponding patent application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names corresponding patent applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional application and said corresponding patent application(s) and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said

Joint Inventors/Contributors

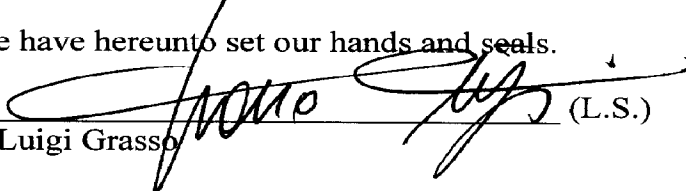
assignee or to its nominee all known facts respecting said inventions or improvements, said provisional application, said corresponding patent application(s) and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on any applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any corresponding patent application(s) aforesaid, in accordance with the terms of this assignment.

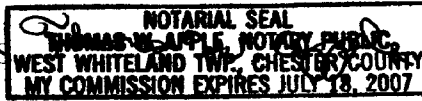
AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

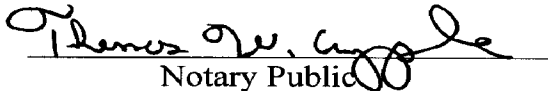
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Date

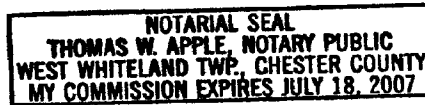

Luigi Grasso (L.S.)

STATE OF Pennsylvania :
COUNTY OF Chester :



On this 29th day of April, year of 2004, before me personally came the above named Luigi Grasso to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.


Notary Public



5/20/04

05-24-2004



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

1. Name of conveying party(ies):
Sheldon, Carolyn L.; Musgrave, Mike; Selg, Peter; Cummings, Rodney
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: FINA TECHNOLOGY, INC.
Internal Address: P. O. Box 674412
Houston, Texas 77267-4412

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
03/09/04; 03/03/04; 03/15/04;
03/14/04
Execution Date:

Street Address: 15710 JFK Boulevard
City: Houston State: Texas Zip: 77032
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 of the application is:
A. Patent Application No.(s)
10/713,811
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: FINA TECHNOLOGY, INC.
Internal Address: P. O. Box 674412
Houston, Texas 77267-4412
Street Address: 15710 JFK Boulevard
City: Houston State: Texas Zip: 77032

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0010 (APIP-1151US)
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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.
Gene L. Tyler
Name of Person Signing

Signature

May 17, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
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