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Form PTO-1595 (Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

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

1. Name of conveying party(ies):

Ts'o; Paul O.P.

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 14, 2002

2. Name and address of receiving party(ies)

Name: Cell Works Inc.

Internal Address: c/o Corporation Services Co.

Street Address: 2711 Centreville Rd. Suite 400

City: Wilmington State: DE Zip: 19808

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)

B. Patent No.(s) 5,994,517

Additional numbers attached? Yes No

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

Name: Sherry H. Flax

Internal Address: Saul Ewing LLP

Street Address: 100 S. Charles St.

15th Floor

City: Baltimore State: MD Zip: 21201

6. Total number of applications and patents involved:

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sherry H. Flax Name of Person Signing

Signature

Date: Oct. 30, 2003

Total number of pages including cover sheet, attachments, and documents: 2

Mail 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: 014634 FRAME: 0586

(4 Pages)

WORLDWIDE PATENT ASSIGNMENT

WHEREAS, Paul Ts'o, hereinafter referred to as the Assignor, is the owner by assignment of U.S. Patent 5,994,517 for Ligands to Enhance Cellular Uptake Biomolecules,

WHEREAS, Cell Works, Inc. hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to said application and said issued patent;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, its successors and assigns, the entire right, title, and interest for the United States in and to the said U.S. Patent 5,994,517, and the inventions claimed therein, including any continuations, divisions, reissues, renewals, reexaminations, substitutions, foreign counterparts and any patents or applications claiming priority therefrom, including, but not limited to, International Patent Application PCT/US96/01442; to have, hold, exercise, and enjoy, with all the rights, powers, privileges, and advantages in anywise arising therefrom or appertaining thereto, for and during the term or terms of any and all such patents when granted, in as ample and beneficial a manner as Assignor might or could have held and enjoyed the same, if this assignment had not been made.

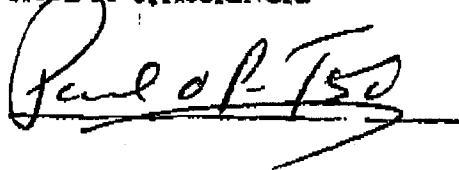
Assignor further hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, its successors and assigns, the entire right, title and interest in all countries of the world, in and to patent rights in the invention claimed by said patents, including the right to file applications and obtain patents for the invention in its own name, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns; to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.


The Assignor further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights in Assignee, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce proper patent protection for said invention.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed.

Dated this 14th day of August, 2002.

State of Maryland
County of Harford.

PAUL TS'O, ASSIGNOR:


WITNESS:

Printed Name: Karen D. Hudson
My commission expires 3/1/04
