

Attorney Docket No. A-72040/GKS/DHR (455675-169) ^{DP}

FORM PTO 1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	12-01-2003 	ET	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks 102611159 attached original documents or copy thereof.

1. Name(s) of conveying party(ies): 1. André TROUET 2. Vincent DUBOIS 3. Alexandre PASSIOUKOV Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>MEDAREX, INC.</u> Street Address: <u>707 State Road</u> City: <u>Princeton</u> State: <u>NJ</u> ZIP: <u>08540</u> Country: <u>USA</u> Additional name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date(s): 1. October 5, 2003 2. July 31, 2003 3. September 24, 2003

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): 10/362,958 B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gurjeev K. Sachdeva, Esq.</u> Internal Address: <u>DORSEY & WHITNEY LLP</u> Street Address: <u>Four Embarcadero Center, Ste. 3400</u> City: <u>San Francisco</u> State: <u>CA</u> ZIP <u>94111-4187</u>	6. Total Number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41). . . <u>1</u> x \$40. \$ <u>40</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account number: <u>50-2319</u> Attorney Docket No. <u>A-72040/GKS/DHR</u> <u>(455675-169)</u> (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

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.

Gurjeev K. Sachdeva Gurjeev K. Sachdeva 19 Nov 2003
 Name of Person Signing Signature Date

Reg. No. 37,434
 Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
 Director of the United States Patent and Trademark Office
 P.O. Box 1450
 Alexandria, Virginia 22313-1450

11/20/2003 UNELLER 0000093 10362958
 01 FC:8021 40.00 DP

ASSIGNMENT

WHEREAS, the undersigned

- 1) André TROUET, resident of Herent, country of BELGIUM
- 2) Vincent DUBOIS, resident of Fleurus, country of BELGIUM
- 3) Alexandre PASSIOUKOV, resident of Brussels, country of BELGIUM

(hereinafter termed "Inventor(s)"), has invented certain new and useful improvements in

PRODRUGS ACTIVATED BY PLASMIN AND THEIR USE IN CANCER CHEMOTHERAPY

for which an application for a United States Patent was filed on February 24, 2003 having Application Serial Number 10/362,958 and

WHEREAS, MEDAREX, INC., a corporation of the State of New Jersey having a place of business at 707 State Road, Princeton, New Jersey 08540 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

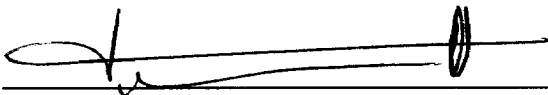
1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor :  _____

André TROUET

Date : 10 / 05 / 03, 2003

)
) ss.
)

On this _____ day of _____ In the year 2003, before me, _____, Notary Public of the Country of _____ personally appeared André TROUET, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Signature of Inventor : _____

Vincent DUBOIS

Date : _____, 2003

)
) ss.
)

On this _____ day of _____ In the year 2003, before me, _____, Notary Public of the Country of _____ personally appeared Vincent DUBOIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Signature of Inventor : _____

Alexandre PASSIOUKOV

Date : _____, 2003

)
) ss.
)

On this _____ day of _____ In the year 2003, before me, _____, Notary Public of the Country of _____ personally appeared Alexandre PASSIOUKOV, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

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1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

Serial No.: 10/362,958
Filed: February 24, 2003

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Signature of Inventor : _____

André TROUET

Date : _____, 2003

)
) ss.
)

On this _____ day of _____ In the year 2003, before me,
_____, Notary Public of the Country of _____

personally appeared André TROUET, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

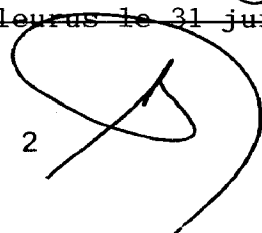
(Seal)

Signature of Inventor : _____

Vincent DUBOIS

Le notaire Marc GHIGNY de Fleurus atteste que la signature ci-dessus apposée est bien celle de Monsieur Vincent DUBOIS

Date: ~~Fleurus le 31 juillet~~ ^{July, 31} _____, 2003

2 

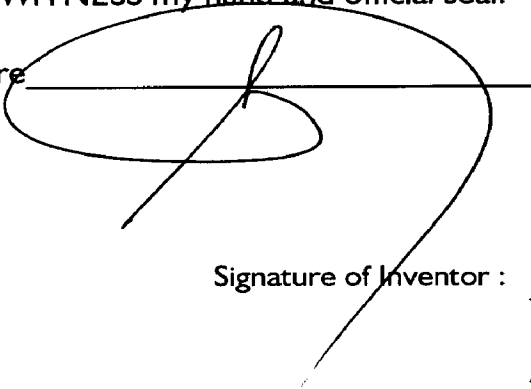


)
) ss.
)

On this 31st day of July In the year 2003, before me, Marc Ghigny, Notary Public of the Country of Belgium personally appeared Vincent DUBOIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature





(Seal)

Signature of Inventor :

Alexandre PASSIOUKOV

Date : _____, 2003

)
) ss.
)

On this _____ day of _____ In the year 2003, before me, _____, Notary Public of the Country of _____ personally appeared Alexandre PASSIOUKOV, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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Signature of Inventor : _____

André TROUET

Date : _____, 2003

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) ss.
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_____, Notary Public of the Country of _____
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WITNESS my hand and official seal.

Signature _____

(Seal)

Signature of Inventor : _____

Vincent DUBOIS

Date : _____, 2003

)
) ss.
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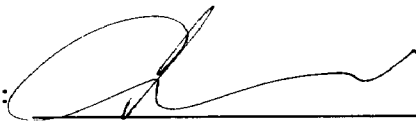
On this _____ day of _____ In the year 2003, before me,
_____, Notary Public of the Country of _____
personally appeared Vincent DUBOIS, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument, and acknowledged that he/she executed the same in his/her authorized
capacity(ies), and that by his/her signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Signature of Inventor :



Alexandre PASSIOUKOV

Date : 24 September, 2003

)
) ss.
)

On this _____ day of _____ In the year 2003, before me,
_____, Notary Public of the Country of _____
personally appeared Alexandre PASSIOUKOV, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the
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Signature _____

(Seal)