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- ☐ Resubmission (Non-Recordation)

Document ID#: ☐ Correction of PTO ErrorReel #: Frame #: ☐ Corrective DocumentReel #: Frame #: **Conveyance Type**☒ Assignment ☐ Security Agreement☐ License ☐ Change of Name☐ Merger ☐ Other

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☐ Departmental File ☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedName STEPHEN D. GILLIESExecution Date
Month Day Year 11/13/2003Name JEFFREY WAY 11/13/2003Name KIN-MING LO 11/13/2003Name / /Name / /**Receiving Party**☐ Mark if additional names of receiving parties attachedName (line 1) EMD LEXIGEN RESEARCH CENTER CORP.Name (line 2) Address (line 1) BEDFORD CAMPUSAddress (line 2) 45 A MIDDLESEX TURNPIKEAddress (line 3) BILLERICA

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PATENT

REEL: 014753 FRAME: 0541

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

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

3

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)

10/093,958

Patent Number(s)

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

20-0531

Authorization to charge additional fees:

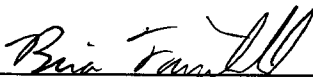
Yes ☒ No ☐

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.

Brian A. Fairchild

Name of Person Signing


Signature

12/2/03

Date

ASSIGNMENT

WHEREAS, We, Stephen D. Gillies, Jeffrey Way, and Kin-Ming Lo have invented one or more inventions in:

**EXPRESSION TECHNOLOGY FOR PROTEINS CONTAINING A HYBRID ISOTYPE
ANTIBODY MOIETY**

described in an application (or provisional application) for Letters Patent of the United States and identified by:

☐ Attorney Docket No. _____, and/or executed by us on even date herewith and about to be filed in the United States Patent Office;

☐ Serial No. 10/093,958 filed in the United States Patent Office on March 7, 2002; and described in international patent application PCT/US02/07011 filed March 7, 2002; and

WHEREAS, EMD Lexigen Research Center Corp. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at Bedford Campus, 45 A Middlesex Turnpike, Billerica, MA, 01821, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said applications, together with our entire right, title and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns,

and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

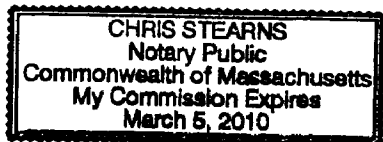
AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

Inventor: Stephen D. Gillies
Stephen D. Gillies

Commonwealth of Massachusetts)
County of Middlesex) ss

Subscribed and sworn to before me, by the above-named Stephen D. Gillies this 13th day of November, 2003.



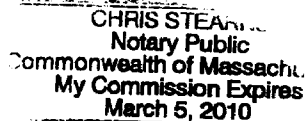
Chris Stearns
Notary Public
My Commission Expires: March 5, 2010

Inventor:

Jeffrey Way
Jeffrey Way

Commonwealth of Massachusetts)
County of Middlesex) ss

Subscribed and sworn to before me, by the above-named Jeffrey Way this 13th day of November, 2003.

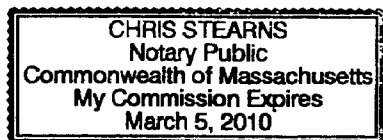


Chris Stearns
Notary Public
My Commission Expires: March 5, 2010

Inventor: *K-Ming Lo*
Kin-Ming Lo

Commonwealth of Massachusetts)
County of *Middlesex*) ss

Subscribed and sworn to before me, by the above-named Kin-Ming Lo this 13th day of
November, 2003.



Chris Stearns
Notary Public
My Commission Expires: March 5, 2010