

Atty Dkt No. 0800-0032

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION COVER SHEET (PATENT)

1. Name of conveying party/parties:

Alejandra Elena Arbetman, Peter C. Colosi,  
Michael A. Lochrie and Richard T. Surosky

2. Name and address of receiving party/parties:

Avigen, Inc.  
1301 Harbor Bay Parkway  
Alameda, CA 94502

3. Nature of conveyance:       X       Assignment  
   —      Name Change  
   —      Other

Execution date: July 6, 2004, July 7, 2004 and July 8, 2004

4. Application number(s) or patent number(s): 1

A. Patent Application No(s).: 10/873,632

B. Patent No(s).:

If this document is being filed together with a new application, the execution date of the application is:

and the title of the new application is:

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

Customer No. 31,048  
ROBINS & PASTERNAK LLP  
1731 Embarcadero Road, Suite 230  
Palo Alto, CA 94303

CH \$40.00 181648 10873632

6. Total number of applications/patents involved: 1

7. Total fee: 1 x \$40.00 = \$ 40.00

Enclosed is a check for \$ 40.00.

Authorized to be charged to deposit account


8. Deposit account number: 18-1648.

9. The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17 and 1.21 which may be required by this paper, or to credit any overpayment, to Deposit Account No. 18-1648.

10. 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.

Dated: 7/19/04

By:   
Roberta L. Robins  
Reg. No. 33,208

ROBINS & PASTERNAK LLP  
1731 Embarcadero Road, Suite 230  
Palo Alto, CA 94303  
Telephone: (650) 493-3400  
Fax: (650) 493-3440

**Total number of pages including cover sheet, attachments, document: 6**

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**ASSIGNMENT**

**JOINT**

THIS ASSIGNMENT, by Alejandra Elena Arbetman, Peter C. Colosi, Michael A. Lochrie and Richard T. Surosky (hereinafter referred to as the assignors), residing at San Francisco, CA, Alameda, CA, Hayward, CA and Oakland, CA respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in AAV VIRIONS WITH DECREASED IMMUNOREACTIVITY AND USES THEREOF set forth in an application for Letters Patent of the United States, bearing Serial No. 10/873,632 and filed on June 21, 2004; and

WHEREAS, Avigen, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1301 Harbor Bay Parkway, Alameda, CA 94502-6541 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Union for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are

unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

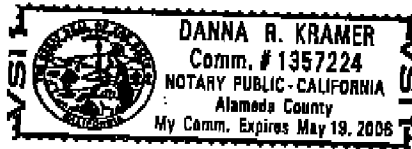
AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

State of California } ss.  
County of Alameda

On July 6, 2004 before me, Danna R. Kramer, personally appeared Alejandra Elena Arbetman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Danna R. Kramer  
NOTARY SIGNATURE



My commission expires: May 19, 2006

Date July 6, 2004 Name of Inventor

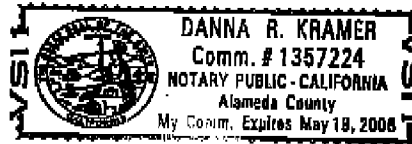
Alejandra Elena Arbetman  
NOTARY SEAL

State of California }  
County of Alameda } ss.

On July 8, 2004 before me, Danna R. Kramer, personally appeared Peter C. Colosi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Danna R. Kramer  
NOTARY SIGNATURE



My commission expires: May 19, 2006

NOTARY SEAL

Date 7/8/04 Name of Inventor

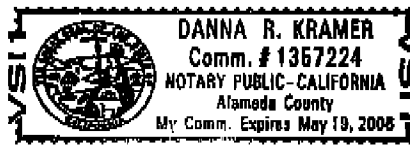
[Signature]  
Peter C. Colosi

State of California }  
County of Alameda } ss.

On July 7, 2004 before me, Danna R. Kramer, personally appeared Michael A. Lochrie personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Danna R. Kramer  
NOTARY SIGNATURE



My commission expires: May 19, 2006

NOTARY SEAL

Date July 7, 2004 Name of Inventor

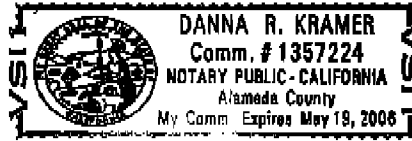
[Signature]  
Michael A. Lochrie

State of California }  
County of Alameda } ss.

On July 6, 2004 before me, Danna R. Kramer, personally appeared Richard T. Surosky personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Danna R Kramer  
NOTARY SIGNATURE



My commission expires: May 19, 2006

NOTARY SEAL

Date 6 July 2004 Name of Inventor

Richard T. Surosky  
Richard T. Surosky