



**AFFIRMATION OF ASSIGNMENT**

WHEREAS: Novo Nordisk A/S, a corporation organized under the laws of Denmark, located at Novo Alle, DK-2880 Bagsvaerd, Denmark (hereinafter ASSIGNOR) has assigned, by the Research and Development Agreement dated 1 January 2002 ("the Agreement") its entire right and title to and interest in certain intellectual property rights relating to Factor VII, and wishes to register the transfer of ownership and/or control of these intellectual property rights to Novo Nordisk Health Care AG, and

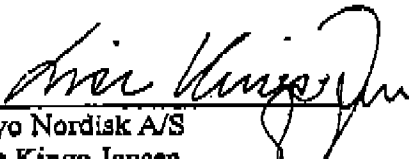
WHEREAS: Novo Nordisk Health Care AG, a Swiss corporation, located at Andreasstrasse 15, CH-8050 Zurich, Switzerland (hereinafter ASSIGNEE) has acquired and wishes to affirm, perfect, and make of record its entire right, title and interest in, to and under said intellectual property rights throughout the world.

NOW, THEREFORE, pursuant to the Agreement in general and in particular pursuant to Article 10 thereof, and further in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR affirms that it has sold, assigned, transferred and conveyed to ASSIGNEE, its successors, legal representatives and assigns to the extent owned by the ASSIGNOR, the full and exclusive rights, titles and interests in and to said intellectual property rights, including, but not limited to, the patents and patent applications listed in Exhibit A hereto, and the inventions contained therein and any and all patents and patent applications containing said inventions including selection patents, continuations, continuations-in-part, divisionals, reissues, re-examinations, renewals, or extensions thereof or any legal equivalent thereof which have been or may be filed in any country for the full term or terms for which the same may be granted. To the extent that the Agreement does not expressly assign any of the foregoing subject matter, this document is intended to serve as a confirmation of said assignment. Extensions shall include: (a) extensions under U.S. Patent Term Restoration Act; (b) extensions under Japanese Patent Law; (c) Supplementary Protection Certifications for members of the European Patent Convention and other countries in the European Economic Area, and (d) similar extensions under applicable law anywhere in the world.


SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent from any such applications and/or for any said invention to the ASSIGNEE, or, for any Licensed Patent already issued, to make ASSIGNEE the owner and holder of title of record, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns.

AND SAID ASSIGNOR hereby further covenants and agrees that it will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns,

communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to ASSIGNOR respecting any said Licensed Patent or invention contained therein, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to any said Licensed Patent or invention in the ASSIGNEE, its successors, legal representatives and assigns, and that if any further patent application based on any one or more of the said Licensed Patents or inventions shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, ASSIGNOR will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such necessary or desirable papers and do all lawful acts requisite for the filing and procurement of a patent based on said application, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Licensed Patents or inventions in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

  
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 Novo Nordisk A/S  
 Lise Kingo Jensen,  
 Executive Vice President

Date 2005-01-27

  
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 Novo Nordisk A/S  
 Lars Almbloom Jørgensen,  
 Executive Vice President

Date 2005-01-27

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## Exhibit A

Novo Nordisk Docket #	Application Serial #	Patent #
3000.220	07/666423	5180583
5261.200	09/148440	6310183
5261.210	10/028032	6633362
5298.200	09/118748	6268163
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6419.200	10/290814	
6425.200	10/285970	
6426.200	10/287195	
6428.200	10/290591	
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6430.200	10/290684	
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