

09-15-2004



To The Honorable Commissioner of Patents and T

al documents or copy thereof.
iving party(ies):

1. Name of conveying party(ies):

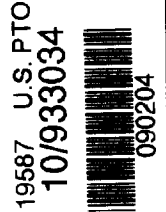
102836669

Luigi Grasso August 26, 2004
First Assignor Date of Execution

Nicholas C. Nicolaides August 26, 2004
Second Assignor Date of Execution

Philip M. Sass August 26, 2004
Third Assignor Date of Execution

Name: Morphotek, Inc.
Street Address: 210 Welsh Pool Road
City: Exton
State: Pennsylvania ZIP: 19341



Additional name(s) & address attached? YES NO

3. Nature of Conveyance (check only one):

- New Assignment
- License Agreement
- Change of Name
- Merger
- Security Agreement
- Other:

Additional name(s) of conveying party(ies) attached? YES NO

10933034

9-2-04

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:

Patent Nos.:

Date application was signed by the first named executing inventor

August 26, 2004

(Fill-in this date only if assignment is filed together with a new application)

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

Name: Felicity E. Groth
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-3100

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to Deposit Account Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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.

Felicity E. Groth/Registration No. 47,042
Name of Person Signing/Reg. No.

Felicity E. Groth
Signature

September 2, 2004
Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 4

Mail documents to be recorded with required cover sheet information to:

09/07/2004 HVUONG1 00000034 10933034

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40.00 00

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**(Provisional Application;
Application No. Known)****ASSIGNMENT**

WHEREAS, we **Luigi Grasso**, residing at **707 Conshohocken State Road, Bala Cynwyd, Pennsylvania 19004**, **Nicholas C. Nicolaides**, residing at **4 Cider Mill Court, Boothwyn, Pennsylvania 19061**, **Philip M. Sass**, residing at **1903 Black Hawk Circle, Audubon Pennsylvania 19403** hereinafter referred to as the assignors, are the joint inventors and/or contributors of certain inventions or improvements for which we have filed a provisional application in the United States Patent and Trademark Office, identified as Application No. **MOR-0247**, filed **September 3, 2003**, entitled **Genetically Altered Antibody-Producing Cell Lines With Improved Antibody Characteristics** ; and

WHEREAS, **Morphotek, Inc.** hereinafter referred to as the assignee, of **210 Welsh Pool Road, Exton, Pennsylvania 19341**, a corporation of **Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said provisional application, and to any patent application(s) corresponding thereto, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, effective as of September 3, 2003, the entire right, title and interest in and to said inventions or improvements and said provisional application and any and all corresponding patent application(s) and continuations, divisions and renewals of and substitutes for said corresponding patent application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names corresponding patent applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional application and said corresponding patent application(s) and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said

26 Aug 04 _____ (L.S.)
Date Philip M. Sass

STATE OF PENNSYLVANIA :
: SS
COUNTY OF Chester :



On this 26th day of August, year of 2004, before me personally came the above named Philip M. SASS to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Thomas W. Apple
NOTARIAL SEAL
THOMAS W. APPLE, NOTARY PUBLIC
WEST WHITELAND TWP., CHESTER COUNTY
MY COMMISSION EXPIRES JULY 18, 2007
Notary Public