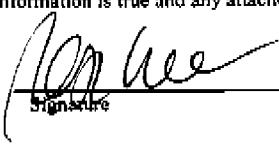


FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp 4/94)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Hon. Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies) : Novo Nordisk® Inc. Zymogenetics, Inc.</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		<div>2. Name and address of receiving party(ies): Name: Novo Nordisk HealthCare A/G Internal Address Street Address: Andrcasstrasse 15 CH-8050 Zurich, Switzerland</div> <div>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			
<div>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</div> <div>Execution Date: <u>10/23/02, 01/27/05</u></div>					
<div>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) B. Patent No.(s) <u>6,183,743</u></div> <div>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>					
<div>5. Name and address of the party to whom correspondence concerning document should be mailed: Name: Reza Green, Esq. Internal Address: Novo Nordisk® Inc. Street Address: 100 College Road West City: Princeton State: NJ Zip 08540</div>		<div>6. Total number of applications and patents involved: one</div> <div>7. Total fee (37 CFR 3.41)\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number <u>14-1447</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small></div>			
DO NOT USE THIS SPACE					
<div>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and any attached copy is a true copy of the original document.</div> <div><div>Reza Green, Reg. No. 38,475 Name of person signing</div><div> Signature</div><div>March 18, 2005 Date</div></div> <div>Total number of pages including cover sheet, attachment, document: 8</div>					

CH \$40.00 141447 6183743

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

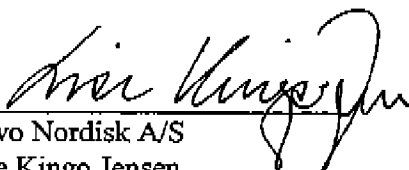
WHEREAS: Novo Nordisk Health Care AG, a Swiss corporation, located at Andreasstrasse 15, CH-8050 Zurich, Switzerland (hereinafter ASSIGNEE) has acquired and wishes to affirm, perfect, and make of record its entire right, title and interest in, to and under said intellectual property rights throughout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

 2005-01-27

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

 2005-01-27

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

/Lake

Exhibit A

<u>Novo Nordisk Docket No.</u>	<u>Application Serial No.</u>	<u>Patent No.</u>
3598.220	08/475845	5,788,965
3598.240	08/464,233	6,039,944
4607.204	08/537,807	5,861,374
5214.000	08/327,690	5,817,788
5295.000	08/660,289	5,833,982
5295.010	09/189,607	6,168,789
5295.200	08/871,003	5,997,864
5295.210	09/378,907	6,183,743

AFFIRMATION OF ASSIGNMENT

WHEREAS: Zymogenetics, Inc., of 1201 Eastlake Avenue East, Seattle, Washington 98102, (hereinafter ASSIGNOR) has assigned, by the "Assignment of Patents and of June 1, 1984 Agreement Relating to Human Blood Coagulation Factors as Amended" dated September 28, 2000 ("the Assignment Agreement", attached as Exhibit A hereto) its entire right and title to and interest in the Licensed Patents, as defined in the Assignment Agreement, and wishes to register the transfer of ownership and/or control of the Licensed Patents and the inventions contained therein to Novo Nordisk Health Care AG, and

WHEREAS: Novo Nordisk Health Care AG, a Swiss corporation, located at Untere Heshlbachstrasse 46, CH-8700 Kusnacht, 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 Licensed Patents and inventions throughout the world.

NOW, THEREFORE, pursuant to the Assignment Agreement in general and in particular pursuant to Article 4 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, the full and exclusive rights, titles and interests in and to said Licensed Patents, including the patents and patent applications listed in Appendix 1 of the Assignment Agreement and the inventions contained therein (except for U.S. Patent Application No. 07/765,452 and the Factor IX Technology disclosed in U.S. Patent Application Nos. 06/724,311 and 06/810,002 (now U.S. Patent No. 4,784,950), which will be addressed in a separate agreement between the parties) 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, of a Licensed Patent 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, including, but not limited to, the patents and patent applications listed in Appendix B attached hereto. To the extent that the Assignment 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. Factor IX Technology refers to technology related to Factor IX proteins and fusion proteins having Factor IX biological activity, which is disclosed in U.S. Patent Application No. 07/765,452, but shall not include technology or patent claims directed to Factor VII or fusion proteins having Factor VII biological activity.

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.

ASSIGNOR:


Zymogenetics, Inc.


Date


Witness #1

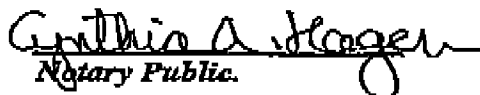

Date


Witness #2


Date

Sworn to before me this

23 day of
October 2002.


Notary Public.



Appendix 1

Novo Nordisk Docket No.	Application Serial No.	Patent No.
3598.220	08/475845	5,788,965
3598.240	08/464,233	6,039,944
4607.204	08/537,807	5,861,374
5214.000	08/327,690	5,817,788
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