

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bayer HealthCare LLC	03/31/2005
RECEIVING PARTY DATA	
Name:	Talecris Biotherapeutics, Inc.
Street Address:	79 TW Alexander Drive
Internal Address:	4101 Research Commons
City:	RTP
State/Country:	NORTH CAROLINA
Postal Code:	27709
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10692105
CORRESPONDENCE DATA	
Fax Number:	(336)726-8074
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	336.721.3681
Email:	hnorman@wcsr.com
Correspondent Name:	Carl B. Massey, Jr.
Address Line 1:	Womble Carlyle Sandridge & Rice, PLLC
Address Line 2:	P.O. Box 7037
Address Line 4:	Atlanta, GEORGIA 30357-0037
ATTORNEY DOCKET NUMBER:	54039.21.1
NAME OF SUBMITTER:	Carl B. Massey, Jr.
Total Attachments: 13 source=1015#page1.tif source=1015#page2.tif	

CH \$40.00 10692105

500060965

PATENT  
REEL: 016789 FRAME: 0048

source=1015#page3.tif  
source=1015#page4.tif  
source=1015#page5.tif  
source=1015#page6.tif  
source=1015#page7.tif  
source=1015#page8.tif  
source=1015#page9.tif  
source=1015#page10.tif  
source=1015#page11.tif  
source=1015#page12.tif  
source=1015#page13.tif

**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT ("Assignment") dated as of March 31, 2005 (the "Effective Date"), is by and between Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 ("Bayer" or "Assignor") and Talecris Biotherapeutics, Inc. (f/k/a NPS BioTherapeutics, Inc.), a Delaware corporation with an office at 79 TW Alexander Drive, 4101 Research Commons, Research Triangle Park, Raleigh, NC 27709 ("Assignee").

In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware, Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be executed concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the issued patents and pending patent applications listed in the attached Schedule 1A (collectively, the "Patents") together with any extension, reissue, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Patents arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Patents, and (ii) all income, royalties or payments exclusively relating to the Patents due or



## PATENT ASSIGNMENT


This PATENT ASSIGNMENT ("Assignment") dated as of March 31, 2005 (the "Effective Date"), is by and between Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 ("Bayer" or "Assignor") and Talecris Biotherapeutics, Inc. (f/k/a NPS BioTherapeutics, Inc.), a Delaware corporation with an office at 79 TW Alexander Drive, 4101 Research Commons, Research Triangle Park, Raleigh, NC 27709 ("Assignee").

In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware, Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be executed concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

### 1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the issued patents and pending patent applications listed in the attached Schedule 1A (collectively, the "Patents") together with any extension, reissue, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Patents arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Patents, and (ii) all income, royalties or payments exclusively relating to the Patents due or



payable for any period on or after the Effective Date under any Contract (all collectively, the "Patent Rights").

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Patent Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Patent Rights, including, without limitation, testifying as to any facts relating to the Patent Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

## 2. Parties' Rights and Remedies

The rights and remedies of each party under the Contribution Agreement shall not be deemed to be enlarged, modified or altered in any way by this Agreement. This Assignment is made without representation or warranty except as provided in and by the Contribution Agreement.

## 3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

## 4. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

payable for any period on or after the Effective Date under any Contract (all collectively, the "Patent Rights").

FEA

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Patent Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Patent Rights, including, without limitation, testifying as to any facts relating to the Patent Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

## 2. Parties' Rights and Remedies

The rights and remedies of each party under the Contribution Agreement shall not be deemed to be enlarged, modified or altered in any way by this Agreement. This Assignment is made without representation or warranty except as provided in and by the Contribution Agreement.

## 3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

## 4. Counterparts

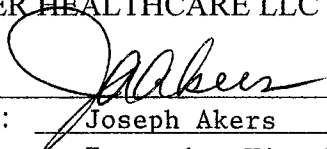
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

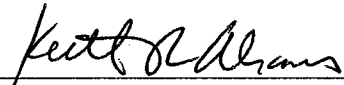
Handwritten signature and initials in the top right corner.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.


BAYER HEALTHCARE LLC

By   
Name: Joseph Akers  
Title: Executive Vice President

BAYER HEALTHCARE LLC

By   
Name: Keith Abrams  
Title: Assistant Secretary

TALECRIS BIOTHERAPEUTICS, INC.

By   
Name: Lawrence Stern  
Title: Executive Chairman,  
President and Chief  
Executive Officer



**CERTIFICATE OF ACKNOWLEDGMENT**

CITY OF WASHINGTON

ss.:

DISTRICT OF COLUMBIA

On this 31<sup>st</sup> day of March 2005, before me personally came Joseph Akers, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Executive Vice President of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia

Printed Name Linda C. Brown

My Commission Expires:

**LINDA C. BROWN**

**NOTARY PUBLIC OF DISTRICT OF COLUMBIA**

**My Commission Expires August 31, 2006**

**CERTIFICATE OF ACKNOWLEDGMENT**

CITY OF WASHINGTON

ss.:

DISTRICT OF COLUMBIA

On this 31<sup>st</sup> day of March 2005, before me personally came Keith Abrams, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Assistant Secretary of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia

Printed Name Linda C. Brown

My Commission Expires:

**LINDA C. BROWN**

**NOTARY PUBLIC OF DISTRICT OF COLUMBIA**

**My Commission Expires August 31, 2006**

## **Schedule 1A: Patents and Patent Applications**

25505178.5

**PATENT**  
**REEL: 016789 FRAME: 0058**

## Schedule 1A

File Name/Product	Country Code	Application Serial No.	Filing Date	Patent No.	Issue Date	Status	Assignee
Method of Thrombolysis by Local Delivery of Active Plasmin, Plasmin Formulation and Process of Producing	US	09/438,331	11/13/99	6,355,243	03/12/02	Expires 11/13/19	Bayer HealthCare LLC

# Schedule 1A

Title	Trade Name/Products	Country Code	Applicant Serial No.	Filing Date	Patent No.	Issue Date	Status	Assignee
Process for the Production of a Reversibly Inactive Acidified Plasmin Composition		PCT	PCT/US00/42143 CIP '331	11/13/00			Nat'l Phase	Bayer HealthCare LLC

# Schedule 1A

Patent Title	Country	App. No.	Filing Date	Pending	Granted	Assignee
Process for the Production of a Reversibly Inactive Acidified Plasmin Composition	US	10/143,156	05/10/02			Bayer HealthCare LLC
Process for the Production of a Reversibly Inactive Acidified Plasmin Composition	US	10/692,105	10/23/2003			