

8-11-05

08-18-2005



FORM PTO-1595
(Rev. 06/04)

R

103064245

EET

U.S. Department of Commerce
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s):

Kevin W. Hunt
Laurence E. Burgess

Execution Date(s) September 14, 2004

Additional name(s) of conveying party(ies) attached? Yes No

Name and address of receiving party(ies)

Name: Array BioPharma Inc.
Street address: 3200 Walnut Street
Boulder, CO 80301

Additional name(s) & address(es) attached? Yes No

113262 U.S. PTO
11/201478
081105

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
Attorney Docket No.: ARR011 CIP

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and Address to whom correspondence concerning document should be mailed:

Name: Stuart T. Langley
Internal Address: Hogan & Hartson LLP
One Tabor Center
1200 17th Street, Suite 1500
Street Address: same as above
City: Denver State: CO Zip: 80202

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41)\$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card - Last 4 Numbers _____
Expiration Date _____

b. Deposit account number 50-1123
Authorized User Name Hogan & Hartson

9. Signature: Stuart T. Langley 8/11/05
Signature Date

Stuart T. Langley
Name of Person signing

Total number of pages including cover sheet, attachments and document: 3

08/15/2005 WASFAW1 00000006 11201478

05 FC:8021 40.00 OP

\\BO - 80248/0062 - 181157 v1

ASSIGNMENT

WHEREAS, we, Kevin W. Hunt, having a residence address of 1614 Bluefield Avenue, Longmont, CO 80501, and Laurence E. Burgess, having a residence address of 5562 High Country Court, Boulder, CO 80301, have made a certain new and useful invention relating to a Cyclosporin Analogs for the Treatment of Immunoregulatory Disorders and Respiratory Diseases, for which we are making or we have made application for Letters Patent of the United States, said application being identified by Serial No. 10/918,917, Docket No. ARR011 and Client/Matter No. 80248.0062.000, in the law firm of HOGAN & HARTSON LLP, One Tabor Center, 1200 17th Street, Suite 1500, Denver, Colorado 80202, and which is executed concurrently herewith, and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, Array BioPharma Inc., hereinafter ASSIGNEE, a Delaware corporation, whose mailing address is 3200 Walnut Street, Boulder, CO 80301, is desirous of acquiring the entire interest in and to said invention, said application, and the Letters Patent to be obtained therefor;

NOW THEREFORE, upon consideration of our employment and other good and valuable consideration, the adequacy of which is hereby acknowledged, we do hereby sell and assign unto ASSIGNEE, and ASSIGNEE's legal representatives, successors, and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both of the United States and of other countries, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to

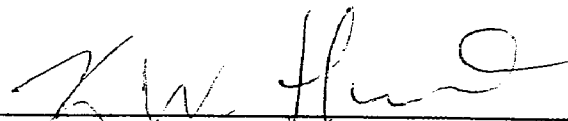
PATENT

issue said Letters Patent to ASSIGNEE, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we do hereby covenant and agree with ASSIGNEE that we will not execute any writing or do any act whatsoever conflicting with this assignment, and that we will, at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, execute such additional assignments and other writings and do such additional acts as ASSIGNEE may deem necessary or desirable to perfect the ASSIGNEE's enjoyment of this grant, and render all necessary assistance in applying for and obtaining original, continuation, continuation-in-part, divisional, reexamined, renewal, reissued or extended Letters Patent of the United States, or of other countries, or inventor's certificates, on said invention, and in enforcing any rights or causes in action accruing as a result of such applications, certificates, or patents, by giving testimony in any proceedings or transactions involving such applications, certificates, or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

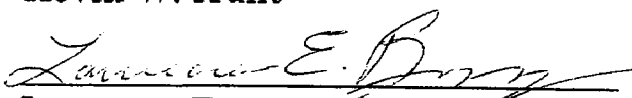
IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date hereinafter set forth.

Date: 9/14/2004



Kevin W. Hunt

Date: 9-14-04



Laurence E. Burgess