

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CeNeS Pharmaceuticals, Inc.	06/15/2004
RECEIVING PARTY DATA	
Name:	Scion Pharmaceuticals, Inc.
Street Address:	200 Boston Avenue
Internal Address:	Suite 3600
City:	Medford
State/Country:	MASSACHUSETTS
Postal Code:	02155
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6770668
CORRESPONDENCE DATA	
Fax Number:	(617)439-4170
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-439-4444
Email:	trademark@eapdlaw.com
Correspondent Name:	Dwight D. Kim
Address Line 1:	P.O. Box 55874
Address Line 4:	Boston, MASSACHUSETTS 02205
ATTORNEY DOCKET NUMBER:	50553/0006
NAME OF SUBMITTER:	Dwight D. Kim (Reg. No. 57,665)
Total Attachments: 6 source=CeNeS-Scion Assignment#page1.tif source=CeNeS-Scion Assignment#page2.tif source=CeNeS-Scion Assignment#page3.tif	

CH 6770668 \$40.00

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**PATENT**

**REEL: 016914 FRAME: 0218**

## CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT ("Assignment"), is made and entered into as of June 15, 2004 ("Effective Date"), by and between CeNeS Pharmaceuticals, Inc., a Delaware corporation having a principal place of business at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware ("Assignor")

and

Scion Pharmaceuticals, Inc., a Delaware corporation with a principal place of business at 200 Boston Avenue, Suite 3600, Medford, Massachusetts 02155 ("Assignee")

WHEREAS, Assignor (i) was formerly the owner of the patents and patent applications set forth on Exhibit A (which exhibit is attached hereto and incorporated herein by this reference), and any and all deposits of biological materials relating to the subject matter of such patents and/or patent applications pursuant to 35 U.S.C. § 112 and 37 C.F.R. 1.802 and foreign equivalents thereof, and the Budapest Treaty on the International Recognition of the Deposit of Micro-Organisms for the Purposes of Patent Procedure (hereinafter such patents, patent applications and biological materials shall be referred to as the "Intellectual Property") and (ii) desired to grant its entire rights, title and interest in, to and under the Intellectual Property to Assignee; and

WHEREAS, Assignee desired to obtain the entire right, title and interest in, to and under the Intellectual Property:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has irrevocably sold, assigned, transferred and set over, and by this Assignment does hereby irrevocably sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest throughout the world (that may now or hereafter be provided by law, whether by treaty, statute, common law or otherwise) in, to and under the Intellectual Property, and all United States patents and United States patent applications (including, without limitation, provisional applications) included in the Intellectual Property and all patents which may be granted on such patent applications, and all additions, divisions, continuations, continuations-in-part and substitutions of the foregoing, and all reissues, reexaminations, renewals and extensions of the foregoing; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have been or may hereafter be filed for inventions within the Intellectual Property in any country or countries foreign to the United States, together with the right to file and prosecute such applications and the right to claim for the same the priority rights derived from said United States applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which have been or may be granted for such inventions in any country or countries foreign to the United States and all reissues, reexaminations, renewals and extensions thereof;

and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive right to sue for all past, present and/or future infringements or other violations of any rights in the Intellectual Property, and to settle and retain proceeds from any such action);

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

CeNeS Pharmaceuticals Inc.  
("Assignor")

By: Neil

Name: Mr. Neil R. Clark

Title: Director

Witness: T. U. Smith

Date: 9 June 2004

Witness: S. C. KERR

Date: 9 June 2004

Scion Pharmaceuticals, Inc.  
("Assignee")

By: Robert Zelle

Name: Robert Zelle

Title: VP Chemistry

Witness: Mary Stuart

Date: 6/15/04

Witness: Aninda Kathagadda

Date: 6/15/04

# EXHIBIT A

Atty. Case Series	Country	Application Number and Filing Date		Patent Number and Issue Date	
42239	Australia	80032/91	05/22/91	653729	02/10/95
	Philippines	42521	05/27/91		
42242	Australia	14496/92	02/10/92	670232	11/19/96
	Australia	68130/96	02/10/92	709863	
	Austria	92907382.3	02/10/92	0584088	10/27/99
	Canada	2,099,245	02/10/92		
	Europe	92907382.3	02/10/92	0584088	10/27/99
	Europe	99107574.8	02/10/92		
	France	92907382.3	02/10/92	0584088	10/27/99
	Germany	92907382.3	02/10/92	69230220.4	10/27/99
	Ireland	920441	02/10/92		
	Ireland	2003/0530	07/17/03		
	Italy	92907382.3	02/10/92	67015BE	10/27/99
	Japan	507274/1992	02/10/92		
	Korea	93702318	02/10/92	0246083	12/03/99
	Mexico	934696	08/03/93		
	Portugal	100115	02/10/92	100115	03/22/99
	Switzerland	92907382.3	02/10/92	0584088	10/27/99
	United Kingdom	92907382.3	02/10/92	0584088	10/27/99
	United States	07/833,421	02/10/92	5,403,861	04/04/95
	United States	08/461,700	06/05/95	6,071,969	06/06/00
	United States	08/462,834	06/05/95	5,677,348	10/14/97
	United States	08/464,312	06/05/95	5,622,968	04/22/97
	United States	08/463,686	06/05/95	5,741,661	04/21/98
	United States	08/463,419	06/05/95	5,614,630	03/25/97
	United States	08/463,420	06/05/95	5,670,519	09/23/97
	United States	08/464,123	06/05/95	5,652,269	07/29/97
	United States	08/468,813	06/06/95	5,637,623	06/10/97
	United States	08/466,263	06/06/95	5,681,861	10/28/97

Atty. Case Series	Country	Application Number and Filing Date		Patent Number and Issue Date	
	United States	08/466,031	06/06/95	5,686,495	11/11/97
	United States	08/485,566	06/07/95	5,837,737	11/17/98
	United States	08/343,829	11/22/94	5,672,608	09/30/97
42244	Ireland	921392	04/29/92		
42244	Mexico	937016	11/10/93		
42266	Europe	87904473.3	06/26/87	0314690	12/29/93
42690	Japan	515132/1995	11/22/94		
	Korea	96702682	11/22/94		
	Mexico	949086	11/23/94		
	South Africa	94/9294	11/23/94	94/9294	12/27/95
	United States	08/459,974	06/02/95	6,013,675	01/11/00
	United States	08/458,809	06/02/95	5,922,772	07/13/99
	United States	08/459,975	06/02/95	5,955,507	09/21/99
42893	Japan	515219/1995	11/22/94		
	Mexico	949059	11/22/94	193670	11/22/99
	United States	08/454,927	05/31/95	5,847,006	12/08/98
42982	Australia	32226/99	02/03/95		
	Australia	10107/02	01/09/02		
	Canada	2,182,302	02/03/95		
	Europe	95911627.8	02/03/95		
	Japan	520811/1995	02/03/95		
	Korea	96704199	02/03/95		
	United States	08/464,103	06/05/95	6,288,123	09/11/01
	United States	09/637,774	08/11/00		
	United States	08/462,013	09/01/99	6,174,924	01/16/01
	United States	08/482,984	09/28/99	6,143,79	11/07/00
	United States	09/637,512	08/11/00		
45790	Australia	22780/97	02/14/97	733475	08/30/01
	Europe	97906923.4	02/14/97		
	Japan	529602/1997	02/14/97		
	Korea	98/706227	02/14/97		
	United States	08/858,399	05/19/97	6,025,355	02/15/00

Atty. Case Series	Country	Application Number and Filing Date		Patent Number and Issue Date	
	United States	09/425,582	10/22/99	6,358,993	03/19/02
	United States	10/038,178	11/09/01	6,514,990	02/04/03
	United States	10/321,402	12/17/02		
46594	Australia	38979/01	08/08/97	766646	02/05/04
	Canada	2,263,100	08/08/97		
	Europe	97938194.4	08/08/97		
	Japan	Hei10509903	08/08/97		
	Korea	997001076	08/08/97		
	United States	08/694,906	08/09/96		
46615	Australia	39654/97	07/25/97	742404	04/18/02
	Canada	2,261,765	07/25/97		
	Europe	97937042.6	07/25/97		
	Japan	Hei10509048	07/25/97		
	Korea	997000559	07/25/97		
	United States	08/686,494	07/25/96	6,242,198	06/05/01
	United States	09/635,309	08/08/00	6,358,696	03/19/02
	United States	10/060,101	01/29/02	6,673,557	01/06/04
47346	Canada	2,306,276	10/09/98		
	Europe	98953372.4	10/09/98		
	Japan	2000515597	10/09/98		
	Korea	1020007003793	10/09/98		
	United States	09/169,028	10/09/98		
47506	Australia	53902/99	07/02/99		
	Canada	2,336,718	07/02/99		
	Europe	99939649.2	07/02/99		
	Japan	2000557884	07/02/99		
	Korea	1020017000235	07/02/99		
	United States	09/756,481	01/08/01		
47578	Australia	13626/99	10/20/98		
	Australia	2003203801	10/20/98		
	Canada	2,307,597	10/20/98		
	Europe	98957349.8	10/20/98		

Atty. Case Series	Country	Application Number and Filing Date		Patent Number and Issue Date	
	Japan	2000516941	10/20/98		
	Korea	1020007003904	10/20/98		
	United States	09/176,067	10/20/98		
48730	United States	08/004,928	01/15/93	5,438,130	08/01/95