

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Chiron Corporation	06/07/2004

RECEIVING PARTY DATA

Name:	Oxford Biomedica (UK) Ltd.
Street Address:	Medawar Centre, Robert Robinson Avenue
Internal Address:	Oxford Science Park
City:	Oxford
State/Country:	UNITED KINGDOM
Postal Code:	OX4 4GA

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	5817491
Patent Number:	6410316
Patent Number:	5591624
Patent Number:	5716832
Patent Number:	5856185
Patent Number:	6410326
Patent Number:	5691177
Patent Number:	6495349
Patent Number:	5888502
Patent Number:	5830458
Patent Number:	5997859
Patent Number:	6241982
Patent Number:	6569679
Patent Number:	5662896

PATENT

500082458

REEL: 017240 FRAME: 0831

CH \$680.00 5817491

Patent Number:	6310045
Patent Number:	6013517
Patent Number:	6333195

CORRESPONDENCE DATA

Fax Number: (212)588-0500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	674523-1002
NAME OF SUBMITTER:	Sarah Marcano

Total Attachments: 5
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Appendix C

THIS Assignment (the "Assignment") is made effective as of the 7th day of June 2004

BETWEEN:

- (1) Chiron Corporation, a Delaware corporation with its principal offices at 4560 Horton Street, Emeryville, California, 94608 (the "Assignor"), and
- (2) Oxford Biomedica (UK) Ltd, a company incorporated in England and in Wales with its principal offices at Medawar Centre, Robert Robinson Avenue, Oxford Science Park, Oxford, OX4 4GA, United Kingdom (the "Assignee").

WHEREAS

- (A) The Assignee and the Assignor have, on even date herewith, entered into that certain Assignment Agreement (the "Assignment Agreement"), in which Assignee has acquired certain intellectual property assets and other rights of the Assignor relating to the research and development of certain gene therapy products; and
- (B) Under the terms of the Assignment Agreement, and in consideration of the amounts paid or to be paid by Assignee to Assignor thereunder, Assignor has agreed to assign to the Assignee any and all rights the Assignor has in the Patents (as defined below) on the terms set out below.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, "Patents" means all patents and patent applications (including any provisional applications) listed on the attached Schedule A;

In this Assignment unless otherwise specified:

- 1.1.1 references to clauses and the schedule are to clauses of and the schedule to this Assignment;
- 1.1.2 the singular includes the plural and vice versa; and
- 1.1.3 headings to clauses are for convenience only and do not affect the interpretation of this Assignment.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee all of Assignor's right, title and interest to the benefit of the Patents.
- 2.2 The Assignee agrees and undertakes that it shall, with effect from the date hereof, accept the assignment set out in clause 2.1.

3. FURTHER ASSURANCE

- 3.1 Each party shall, from time to time on request of the other party, do or procure the doing of all acts and/or execute or procure the execution of all documents in a form reasonably satisfactory to such other party as such other party may reasonably

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3. FURTHER ASSURANCE

- 3.1 Each party shall, from time to time on request of the other party, do or procure the doing of all acts and/or execute or procure the execution of all documents in a form reasonably satisfactory to such other party as such other party may reasonably

consider necessary to assign the Patents to the Assignee or otherwise to give any party the full benefit of this Assignment.

- 3.2 Notwithstanding clause 3.1, Assignee accepts all responsibility for, and costs associated with, the preparation, filing and prosecution of all patent applications within the definition of "Patents" and all other costs associated with the maintenance or extension of the registered Patents being assigned hereunder including all and any costs associated with the registration of the patent assignments made hereunder.

4. COUNTERPARTS

- 4.1 This Assignment may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

- 4.2 Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument.

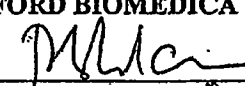
5. GOVERNING LAW

This Assignment is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date set forth above.

CHIRON CORPORATION

By: 
Its: President, BioPharmaceuticals
OXFORD BIOMEDICA (UK) Ltd

By: 
Its: Senior Vice President
Commercial Development

REVISED SCHEDULE A
14 April 2005

Subject matter		National patent number	Status
VSV-G (pseudotyped retroviral particles)		US 5,817,491	Issued
VSV-G (superior producer cells)		6,410,316	Issued
Packaging cell lines/human cell production		US 5,591,624 US 5,716,832	Issued Issued
Prodrug		US 5,856,185 US 6,410,326	Issued Issued

¹ Validated in CH, DE, FR, GB, IT

² Validated in AT, BE, CH, DE, ES, FR, GB, GR, IT, LU, NL, SE

Prodrug		US 5,691,177 US 6,495,349 US 5,888,502 US 5,830,458	Issued Issued Issued Issued
Prodrug		US 5,997,859 US 6,241,982 US 6,569,679	Issued Issued Issued
IFN- γ		US 5,662,896 US 6,310,045	Issued Issued
Crossless retroviral vectors		US 6,013,517 US 6,333,195	Issued Issued

Signed on behalf of Oxford BioMedica (UK) Ltd:



Signed on behalf of Chiron Corporation:



Alisa A. Harbin
Vice President & Chief Patent Counsel

³ Validated in AU, BE, CH, DE, DK, ES, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE