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Atty. Dkt. No. 057491-0870

	U.S. DEPARTMENT OF COMMERCE
RM PTO-1595 (modified) RECORDATION FOR	RM COVER SHEET Petent and Trademark Office
PATENT	S ONLY
To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.	
	2. Name and address of receiving party(ies):
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Mark C. Sleevi – May 16, 2006 Glen L. Kelley – April 11, 2006	Insmed Incorporated 4851 Lake Brook Drive Glen Allen, Virginia 23060
Additional conveying party(ies) NO Nature of conveyance: ASSIGNMENT Execution Date: See Above	Additional name(s) & address(es) attached? NO
 Application number(s) or patent number(s): 	
If this is being filed together with a new application, the exe	Scution date of the application is.
A. Patent Application Number(s):	B. Patent Number(s):
11/311,633	
Additional num	pers attached? NO
5 Name and address of party to whom correspondence	6. Total number of applications/patents involved: 1
concerning document should be mailed:	7. Total fee (37 C.F.R. § 3.41): \$40.00
Beth A. Burrous FOLEY & LARDNER LLP	Check Enclosed X Authorized to be charged to credit card
Washington Harbour	Authorized to be charged to deposit account
3000 K Street, N.W., Suite 500 Washington, D.C. 20007-5143	8. Payment Information
_	a. Credit Card Last 4 Numbers 7620 Expiration Date 11/30/2008 b. Deposit account number 19-0741 Authorized User Name
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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns,

and transfers, unto

Insmed Incorporated 4851 Lake Brook Drive Glen Allen, VA 23060

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

Purified rhIGF-I/rhIGFBP-3 Complexes and Their Method of Manufacture

as set forth in this United States Patent Application

check one

] executed concurrently herewith,
[] executed on ______ [X] Serial No. 11/311,633 Filed 12/20/2005

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignce of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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Atty. Dkt. No. 057491-0870

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, reissue, opposition, revocation, extension, including evidence for interference, reexamination, and reissue applications, renewals, but not limited to, original, divisional, continuation, and reissue applications, renewals, but not limited to, original, divisional, continuation, and reissue applications; and (d) to assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to assignments, powers of attorney, oaths, affidavits, and assigns, in obtaining and provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and enforcing under the intellectual property laws of the United States and countries foreign modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

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Atty. Dkt. No. 057491-0870

,20 0b. Mark Executed this 16 day of Mara ARK C. SLEEVI

State of HONNICO

On this <u>U</u> day of <u>MAY</u> 2006, before me, a notary public in and for said county, appeared MARK C. SLEEVI, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she schowledged that he/she signed, scaled, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

OPMONA- 2 - VIOLMA My Commission Expires: NON 30 2006

(Scal)

Executed this _// TH day of _ ARAIL____ derteil KELLEY

VILLIN State of ___

On this <u>[14b</u> day of <u>Nor1</u>, 2000, before me, a notary public in and for said county, appeared GLEN L. KELLEY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Christian C Made My Commission Expires: 11 30 (2009

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RECORDED: 05/18/2006