

RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. Department of Commerce Patent and Trademark Office Attorney Docket No. 6832.0004-14	
To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.		Mail Stop Assignment Recordation Services	
1. Name of conveying party(ies): Aventis Behring L.L.C.		2. Name and address of receiving party(ies): Name: Delta Biotechnology Ltd.	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address:	
3. Nature of conveyance:		Street Address: Castle Court, 59 Castle Boulevard	
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	City: Nottingham	
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	Country: United Kingdom	Zip Code: NG7 1FD
<input type="checkbox"/> Joint Research Agreement	<input type="checkbox"/> Government Interest Assignment	Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Executive Order 9494, Confirmatory License	<input type="checkbox"/> Other:		
Execution Date: November 27, 2003			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:			
A. Patent Application Number(s): 08/256,927 09/258,532 10/237,708 10/237,871 11/146,077 11/330,353		B. Patent Number(s): 7,056,701 7,041,478 6,989,365 6,987,006 6,972,322 6,684,179 5,876,969	
Additional numbers attached?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and patents involved: 13	
Name: Charles E. Van Horn		7. Total fee (37 CFR 1.21(h) and 3.41): \$520	
Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.		<input type="checkbox"/> Enclosed (Please charge deficiency or credit overpayment to deposit account 06-0916)	
Street Address: 901 New York Avenue, N.W.		<input checked="" type="checkbox"/> Authorized to be charged to deposit account	
City: Washington, DC			
State: Zip: 20001-4413		8. Deposit Account No.: 06-0916	
9. Statement and signature.			
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.			
Signed: <u>Charles E Van Horn</u>		<u>11 July 2006</u>	
Charles E. Van Horn, Reg. No. 40,266		Date	
Total number of pages including cover sheet, attachments and documents: 10			

EXECUTION COPYPATENT AND KNOW-HOW
PURCHASE AND TRANSFER AGREEMENT

between

Aventis Behring GmbH

35041 Marburg
Germany

and

Aventis Behring L.L.C.
1020 First AvenueKing of Prussia, Pennsylvania 19406-1310
USA

and

Delta Biotechnology Ltd.
Castle Court, 59 Castle BoulevardNottingham NG7 1FD
United Kingdom

dated as of November 27, 2003 (the "Effective Date").

WITNESSETH

WHEREAS, Aventis Behring GmbH is a German limited liability company organized and existing under the laws of Germany;

WHEREAS, Aventis Behring L.L.C. is a Delaware limited liability company (Aventis Behring L.L.C. and Aventis Behring GmbH are hereinafter referred to, collectively, as "BEHRING" or "Assignors");

WHEREAS, Delta Biotechnology Ltd. ("DELTA" or "Assignee") is an indirect subsidiary of Aventis Behring L.L.C.;

WHEREAS, Assignors own the patent application rights and/or patent rights, which are listed in Annex 1 to this Agreement (hereinafter and together with the patent portfolio referred to in Annex 3, collectively referred to as the "Patents") and the know-how related to the Patents and the products listed in Annex 2 which are

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associated with production of the products using recombinant technologies or methods, but excluding [REDACTED];

NOW, THEREFORE, in consideration of the respective representations and covenants of Assignors and Assignee as set forth below, Assignors and Assignee agree as follows:

Article 1 - Assignment of the Patents

- 1.1 BEHRING herewith assigns the Patents and the Recombinant Know-How and all rights connected therewith to DELTA and DELTA herewith accepts and assumes this assignment. DELTA acknowledges that the Patents and Recombinant Know-How and the rights connected thereto are assigned to it by BEHRING on an "as is, where is" basis without representation or warranty of any kind.
- 1.2 BEHRING agrees to sign all documents, which are reasonably necessary for the assignment, in particular all documents necessary for the registration of the assignment before the patent offices.
- 1.3 [REDACTED]

Article 2- Handover of Documents

- 2.1 Upon execution hereof and subject to applicable law and confidentiality obligations, BEHRING shall deliver to DELTA all (inclusive of laboratory notebooks and patent office correspondence) documents primarily relating to the Patents which are necessary for the maintenance, prosecution, defense and enforcement of the Patents that are identified by DELTA and in the possession of BEHRING.

On the Effective Date or within six (6) months thereafter and subject to applicable law and confidentiality obligations, BEHRING shall deliver to DELTA all information on all of the work done by BEHRING relating to the products as listed in Annex 2 of this Agreement including but not limited to [REDACTED]

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Such obligation to deliver all such Information to DELTA shall cease at the end of the six (6) month period following the Effective Date, other than unfulfilled reasonable requests from DELTA for such Information during the six (6) month period following the Effective Date. Within the time period of six (6) months after the Effective Date, [REDACTED] shall be conveyed as well in the form of meetings with BEHRING's experts during BEHRING's normal business hours in a manner that would not unreasonably interrupt BEHRING's business. During such period, BEHRING will reasonably assist DELTA with [REDACTED] free of charge for a cumulative total of ten (10) man-days, and for a fee of EURO [REDACTED] per man-day thereafter for a total not exceeding forty (40) man-days. For the avoidance of doubt, DELTA shall have no right to receive know-how that is not [REDACTED] or documents or information related thereto. Such obligation to convey [REDACTED] shall cease at the end of the six (6) month period following the Effective Date, other than unfulfilled reasonable requests from DELTA for such [REDACTED] during the six (6) month period following the Effective Date.

- 2.2 The responsibility for maintenance, prosecution, defense and enforcement of the Patents, in particular for paying the maintenance fees, is transferred to DELTA on the Effective Date and BEHRING shall have no responsibility or liability therefore.
- 2.3 From the Effective Date, DELTA shall be responsible for the administration of the DELTA patent portfolio. BEHRING will continue to pay any annuities which are due during or until the end of the six (6) months transition period as mentioned in Article 2.1. BEHRING will crosscharge DELTA and DELTA agrees to pay to BEHRING the respective annuity costs. All documents belonging to DELTA's patent portfolio as listed in Annex 3 to this Agreement shall be handed over by BEHRING to DELTA upon Effective Date.
- 2.4 BEHRING shall not be entitled to draft, circulate or publish any paper or other document that refers to any Information produced by AB or DELTA and/or third parties upon DELTA's [REDACTED] without explicit prior written consent of DELTA, provided that this prohibition shall only relate to information derived prior to the Effective Date.

Article 3 - Compensation

- 3.1 In consideration of the assignment of Patents and Recombinant Know-How according to Article 1 of this Agreement, DELTA agrees to pay to BEHRING

EURO [REDACTED]
[REDACTED] plus VAT, if applicable, upon the execution of this Agreement.

3.2 [REDACTED]
[REDACTED]
[REDACTED]

Article 4 - Warranties

- 4.1 DELTA is fully informed about the technical features of the subject of the Patents and the Recombinant Know-How. BEHRING does not warrant the fitness for any purpose, including a particular purpose of the subject of the Patents and the Recombinant Know-How. BEHRING does not warrant, that the documents to be handed over to DELTA are technically usable, complete or accurate.
- 4.2 BEHRING MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PATENTS OR THE RECOMBINANT KNOW-HOW. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY BEHRING WITH RESPECT TO THE PATENTS AND THE RECOMBINANT KNOW-HOW, WHETHER USED ALONE OR COMBINED WITH OTHER PRODUCTS OR SERVICES, INCLUDING WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES. AFTER CLOSING, BEHRING SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR IN RELATION TO THE PATENTS OR THE RECOMBINANT KNOW-HOW, EXCEPT AS SET FORTH IN ARTICLE 2.

Article 5 - Costs

All costs for the assignments of the Patents and the Recombinant Know-How shall be borne by DELTA, in particular for registration before the patent offices. DELTA shall be responsible at all times for all inventor compensations relating to the Patents and the Recombinant Know-How to the extent such compensation (i) arise as or result of this transaction, (ii) have arisen prior to the date hereof and are unpaid or (iii) arise after the date hereof and shall indemnify and hold harmless BEHRING and its affiliates therefrom. After the Effective Date of this Agreement, DELTA shall bear all costs for the prosecution and maintenance of the Patents.

Article 6 - Governing Law

The validity and interpretation of this Agreement shall be governed by the laws of the Federal Republic of Germany.

Article 7 - Severability

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

Article 8 - Assignment of this Agreement

This Agreement shall be binding on each party and its legal successor(s) or assign(s).

Article 9 - Effective Date

This Agreement shall come into effect as of the date above written. Any alteration of or amendment to this Agreement shall be made in writing to be valid.

Aventis Behring GmbH

Delta Biotechnology Limited

[Handwritten signatures] _____

Aventis Behring L.L.C.

Article 7 - Severability

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

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Aventis Behring GmbH

Delta Biotechnology Limited

Aventis Behring L.L.C.

W. Merkle
Werner Merkle
CEO

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Avantis Behring GmbH

Delta Biotechnology Limited

Avantis Behring LLC

Wendi E. Hoeghel
Wendi E. Hoeghel
President + CEO

ANNEX 1

to the PATENT AND KNOW-HOW PURCHASE AND TRANSFER AGREEMENT

Patents

The Patents and patent applications listed in Annex 1 contain all divisional continuations and supplementations and any and all foreign equivalents,

[REDACTED]

Delta Ref

[REDACTED]

[REDACTED]

Priority Date:

[REDACTED]

Filed:

[REDACTED]

Filed in:

WO

Granted in:

US Patents/Patent Applications

[REDACTED]

Inventors:

[REDACTED]

Keywords:

[REDACTED]

Valuation:

[REDACTED]

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KoP/ ST92006**Novel Biologically active Polypeptides,
Preparation thereof and Pharmaceutical
Composition containing said Polypeptides
(Albumin Fusion Proteins)****Delta Ref:****DB78X****Novel biologically active polypeptides, preparation thereof and pharmaceutical
composition containing said polypeptides**

Priority Date: 31 January 1992 FR / Appl. No 9201064

Filed: 20 - 28 January 1993

Filed in: CA, EP, [AT, BE, CH, DE, DK, ES, FR, GB,
GR, IE, IT, LU, MC, NL, PT, SE,] JP, NO WO,
US,

Granted in: FR, US

US Patents/Patent Applications: Serial No. 8/256,927, filed 28 January 1993,
Abandoned
Serial No. 8/797,689, filed 31 January 1997,
Issued 02 March 1999,
Expiration Date 28 January 2013
Serial No. 9/258,532, filed 26 February 1999

US Patent No 5,876,969
(grant date: 02 Mar 1999 /
exp.date: Jan 2013)

Inventors: Fleer, Fournier, Guitton, Yeh, Jung

Keywords: General
Albumin Fusions

Valuation: € 26,478.35