

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY
CONVEYING PARTY DATA		
Name		Execution Date
JOHNSON & JOHNSON		07/18/2003
RECEIVING PARTY DATA		
Name:	Amylin Pharmaceuticals, Inc.	
Street Address:	9360 Towne Centre Drive	
Internal Address:	Patent Group	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5367052	
CORRESPONDENCE DATA		
Fax Number:	(858)754-0564	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858.552.2200	
Email:	kelly.solomon@amylin.com	
Correspondent Name:	AMYLIN PHARMACEUTICALS, INC.	
Address Line 1:	9360 Towne Centre Drive	
Address Line 2:	Patent Group	
Address Line 4:	San Diego, CALIFORNIA 92121	
NAME OF SUBMITTER:	Kelly B. Solomon	
Total Attachments: 2		
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CH \$40.00 5367052



AMYLIN PHARMACEUTICALS, INC.
 9373 Towne Centre Drive, Suite 250
 San Diego, California 92121 USA
 www.amylin.com
 (858) 552-2200 FAX: (858) 552-2212

July 18, 2003

Mr. John Papa
 Treasurer
 Johnson & Johnson
 One Johnson & Johnson Plaza
 New Brunswick, New Jersey 08933

Re: Payment in Full of Indebtedness and Release of Security Interest in Collateral

Dear Mr. Papa:

This letter shall serve as an agreement between Amylin Pharmaceuticals, Inc. ("Amylin") and Johnson & Johnson ("J&J") regarding the payment of indebtedness on or before July 30, 2003, and the release of any and all security interests of J&J in certain tangible and intangible assets of Amylin pursuant to that certain Loan and Security Agreement dated June 20, 1995 and any related promissory notes (collectively, the "Loan Agreements") between Amylin and J&J. The parties agree that on or before July 30, 2003 Amylin shall pay to J&J by wire transfer an amount equal to \$62,697,000.00 (collectively, the "Payoff"), and that upon receipt thereof and in consideration therefor, the entire outstanding indebtedness under the Loan Agreements including all interest and principal, shall be deemed paid in full, and the Loan Agreements shall be deemed terminated.

J&J acknowledges and agrees that upon receipt of the Payoff, J&J shall have no further right, title, or interest, including any security interest, in or to any collateral secured pursuant to the Loan Agreements. J&J also agrees, at Amylin's request and expense, to execute such other documents, including UCC termination statements and releases satisfactory for filing in the US Patent and Trademark Office, and to take such other actions as are reasonably necessary to obtain the release of any and all security interests or liens in such collateral under the Loan Agreements.

Amylin and J&J agree that as of the Payoff, the Form of Assignment For Security dated September 30, 1997, and that certain Special Power of Attorney dated September 30, 1997 are terminated.

Amylin agrees that it shall not originate any publicity, news release or other public announcement, written or oral, whether relating to the performance under this Agreement or any arrangement between it and J&J, without the prior written consent of J&J, except where such publicity, news release or other public announcement is required by law; provided that in such event, J&J shall be consulted by Amylin in connection with any such publicity, news release or other public announcement prior to its release and shall be provided with a copy thereof at least 3 days in advance.

[CONTRACTS/NOV/ISSON/RELEASE LTR 07/18/03]

Amylin 858-552-2212

Jul 18, 2003 11:36AM PST >732 524 2788

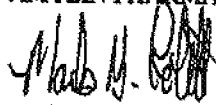
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Mr. John Papa
Johnson & Johnson
July 18, 2003
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To evidence J&J's agreement with the foregoing, please return a signed copy of this letter with wire instructions to me via facsimile at 858-552-1936.

Very truly yours,


AMYLIN PHARMACEUTICALS, INC.



Mark G. Foletta
Vice President, Finance and CFO

Agreed and Accepted:

JOHNSON & JOHNSON

By: 
John Papa
Treasurer
Date: July 18, 2003

[CONTRACTS\JOHNSON\RELEASE LTR.071803]