

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EMD Lexigen Research Center Corp.	12/20/2007

RECEIVING PARTY DATA

Name:	Merck Patent GmbH
Street Address:	Frankfurter Strasse 250
City:	Darmstadt
State/Country:	GERMANY
Postal Code:	64293

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6838260
Patent Number:	7226998
Patent Number:	7067110
Application Number:	08986997
Application Number:	11804895
Application Number:	60144965
Application Number:	11089426
Application Number:	60215038
Application Number:	09896909

CORRESPONDENCE DATA

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PATENT

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NAME OF SUBMITTER:

Brian A. Fairchild

Total Attachments: 5

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## PATENT AND PATENT APPLICATION ASSIGNMENT

THIS PATENT AND PATENT APPLICATION ASSIGNMENT (this "Assignment") is made effective this tenth day of December, 2007, by and between EMD Lexigen Research Center Corp., a corporation existing under the laws of the State of Delaware and having offices at 45A Middlesex Turnpike, Billerica, MA 01821 (the "Assignor"), and Merck Patent GmbH, a corporation existing under the laws of the country of Germany and having offices at Frankfurter Straße 250, Darmstadt, Germany 64293 ("Assignee").

WHEREAS, Assignor owns the entire right, title, and interest in and to certain inventions set forth in certain United States patents more particularly identified on Schedule A attached hereto (the "Patents") and the inventions set forth in certain United States patent applications also more particularly described on Schedule A attached hereto (the "Patent Applications");

WHEREAS, it is the intention of the parties that Assignor assign to Assignee the Assignor's entire right, title and interest in and to the Patents, the Patent Applications and the inventions set forth therein;

NOW THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, and intending to be legally bound:

1. Assignment.

(a) Patents. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, the entire right, title and interest of Assignor in and throughout the United States of America, its territories and all foreign countries, in and to the Patents and the inventions and discoveries set forth therein and all reissues, reexaminations, substitutions, and extensions thereof and all United States and foreign patents which may be issued on such inventions, all such right, title and interest to be held and enjoyed by the Assignee to the full end of the term for which the Patents have been or will be granted, renewed, substituted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement.

(b) Patent Applications. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, the entire right, title and interest of Assignor in and throughout the United States of America, its territories and all foreign countries, in and to the inventions and discoveries as set forth in the Patent Applications, and any and all other applications which may claim priority to the Patent Applications under United States law or international convention, including, but not limited to, non-provisionals, continuations, continuations-in-part, divisions, reissues, reexaminations, substitutions, or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said inventions and discoveries. Assignor further authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries

in the Assignor's name or in the name of the Assignee or otherwise as Assignee may deem advisable, under the international convention or otherwise.

2. Registration and Issuance of Patents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record Assignee as the owner of the Patents and the Patent Applications and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future Letters Patent, notices and any other communications and documents bearing on the Patents or on patents based on the Patent Applications.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment.

EMD LEXIGEN RESEARCH CENTER CORP.

By: Stephen Gillies

Print Name: Dr. Stephen Gillies

Title: President

Date: December 20, 2007

COMMONWEALTH OF MASSACHUSETTS)

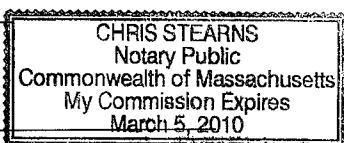
COUNTY OF Middlesex) ss: Massachusetts

On this 20th day of December, 2007, before me, the undersigned Notary Public, personally appeared Stephen Gillies, and proved to me through satisfactory evidence of identification, which was/were personally known, to be the person whose name is signed on the attached Patent and Patent Application Assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Chris Stearns  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_



MERCK PATENT GMBH

By: Benz Scharm  
Print Name: i.V. Dr. Benz i.V. Dr. Scharm

Title: Both: Authorized Employees

Date: December 10, 2007

Witnessed by: Birgit Schaffnit

Print Name of Witness: Birgit Schaffnit

## SCHEDULE A

### Patents

<u>Title</u>	<u>Attorney Docket No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>
Heterodimeric Fusion Proteins Useful for Targeted Immune Therapy and General Immune Stimulation	LEX-002C1 (P0097436)	6,838,260	January 4, 2005	U.S.
Heterodimeric Fusion Proteins Useful for Targeted Immune Therapy and General Immune Stimulation	LEX-002C2 (P0097436)	7,226,998	June 5, 2007	U.S.
Fc Fusion Proteins for Enhancing the Immunogenicity of Protein and Peptide Antigens	LEX-007 (P0099382)	7,067,110	June 27, 2006	U.S.

### Patent Applications

<u>Title</u>	<u>Attorney Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Country</u>
Heterodimeric Fusion Proteins Useful for Targeted Immune Therapy and General Immune Stimulation	LEX-002 (P0097436)	08/986,997	December 8, 1997	U.S.
Heterodimeric Fusion Proteins Useful for Targeted Immune Therapy and General Immune Stimulation	LEX-002C3 (P0097436)	11/804,895	May 21, 2007	U.S.
Fc Fusion Proteins for Enhancing the Immunogenicity of Protein and Peptide Antigens	LEX-007PR (P0099382)	60/144,965	July 21, 1999	U.S.
Fc Fusion Proteins for Enhancing the Immunogenicity of Protein and Peptide Antigens	LEX-007C1 (P0099382)	11/089,426	March 24, 2005	U.S.
Enhancement of Antibody-Cytokine Fusion Protein Mediated Immune Responses by Combined Treatment with Immunocytokine Uptake Enhancing Agents	LEX-014PR (P100B328)	60/215,038	June 29, 2000	U.S.

<u>Title</u>	<u>Attorney Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Country</u>
Enhancement of Antibody- Cytokine Fusion Protein Mediated Immune Responses by Combined Treatment with Immunocytokine Uptake Enhancing Agents	LEX-014 (P100B328)	09/896,909	June 29, 2001	U.S.