

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PPL Therapeutics (Scotland) Limited	08/24/2004
RECEIVING PARTY DATA	
Name:	Pharming Group N.V.
Street Address:	P.O. Box 451
City:	AL Leiden
State/Country:	NETHERLANDS
Postal Code:	2300
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5639940
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-576-0200
Email:	tatucker@townsend.com
Correspondent Name:	Joe Liebeschuetz
Address Line 1:	Two Embarcadaro Center, Eighth Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	016994-018800US
NAME OF SUBMITTER:	Joe Liebeschuetz

Total Attachments: 25
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Dated 24 August 2008

PPL (HOLDINGS) LIMITED (1)

and

PPL THERAPEUTICS (SCOTLAND) LIMITED (2)

and

PHARMING GROUP NV (3)

**AGREEMENT
for the Sale and Purchase
of Assets**

**CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD**

**T +44(020) 7367 3000
F +44(020) 7367 2000**

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THIS AGREEMENT is made the 24 day of August 2004

BETWEEN:

- (1) **PPL (HOLDINGS) LIMITED** (registered in England with number 03724035) whose registered office is at 1st Floor, Bucklersbury House, 83 Cannon Street, London EC4N 8PE ("**PPL Holdings**");
- (2) **PPL THERAPEUTICS (SCOTLAND) LIMITED** (registered in Scotland with number SC099179) whose registered office is at Roslin, Midlothian, Scotland EH25 9PP ("**PPL Scotland**"); and
- (3) **PHARMING GROUP NV** (registered in the Netherlands with number 28048592) whose registered office is at P.O. Box 451, 2300 AL Leiden, The Netherlands (the "**Purchaser**").

RECITALS:

- (A) The Sellers own the Assets (as defined below).
- (B) The Sellers have agreed to sell, and the Purchaser has agreed to purchase, the Assets subject to the terms and conditions of this Agreement.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

1.1 *Defined terms*

24 August 2004

"Completion Date" means ~~[insert date]~~ or such other date as the Parties shall agree;

"Parties" means the Purchaser and the Sellers (and **"Party"** shall be construed to mean the Purchaser and the relevant Seller);

"Patent Rights" means patent applications or patents specified in Schedule 2 together with all author certificates, inventor certificates, utility certificates, improvement patents and models and certificates of addition, including any divisions, renewals, continuations, refilings, confirmations-in-part, substitutions, registrations, confirmations, additions, extensions or reissues of any such thing and any similar or analogous rights to any of the above, whether arising or granted under the law of England or any other jurisdiction;

"Purchaser" means the Party identified above as the purchaser of the Assets;

“Registered IP” means the Intellectual Property listed in Schedule 2;

“Seller” means PPL Holdings or PPL Scotland (as applicable);

“Sellers” means PPL Holdings and PPL Scotland; and

2. SALE AND PURCHASE

2.1 *Obligation to sell and purchase*

Subject to the terms of this Agreement, the Sellers shall sell to the Purchaser, and the Purchaser shall purchase, all such right, title and interest as the Sellers have in the Assets.

5.2

and ZymoGenetics Agreements

As from Completion:

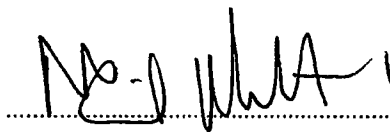
- 5.2.1 the Seller hereby assigns to the Purchaser all of its rights to the IP Agreements listed in Part 2 of Schedule 3 subject to the provisions thereof; and
- 5.2.2 the Purchaser hereby undertakes and agrees to fully perform and discharge all outstanding obligations and liabilities of the Seller under each of the IP Agreements listed in Part 2 of Schedule 3 in accordance with its terms in each case as if the Purchaser were named as a party thereto instead of the Seller and shall indemnify and hold harmless the Seller at all times from and against any losses, damages, claims or liabilities which the Seller may suffer or incur in respect of such obligations and liabilities.

13. COUNTERPARTS

This Agreement may be executed in counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original of this Agreement but the counterparts shall together constitute one and the same Agreement.

AS WITNESS the hands of the Parties or their duly authorised representatives on the date first appearing at the head of this Agreement.

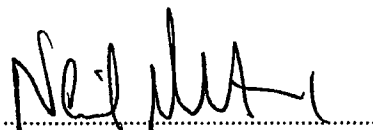
SIGNED by)
for and on behalf of)
PPL (HOLDINGS) LIMITED)



A handwritten signature in black ink, appearing to read 'No. 1 WMA 1', is written over a horizontal dotted line.

Signature

SIGNED by)
for and behalf of)
PPL THERAPEUTICS (SCOTLAND))
LIMITED)

A handwritten signature in black ink, appearing to read 'Neil M...', written over a horizontal dotted line.

Signature

SIGNED by)
for and on behalf of)
PHARMING GROUP NV)

.....

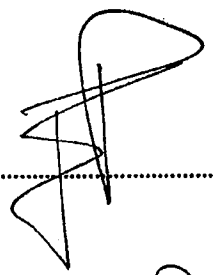
Signature

SIGNED by)
for and behalf of)
PPL THERAPEUTICS (SCOTLAND))
LIMITED)

.....
Signature

SIGNED by)
for and on behalf of)
PHARMING GROUP NV)

.....
Signature



F. Pieper

Schedule 1

Schedule 2

Registered IP



P005 – Production of Fibrinogen in Transgenic Animals

EXPIRY

Jurisdiction	Status	Patent No./ Application No.	Renewal Date
Australia	Granted	19770/95	01.03.2015
Canada	Granted	2,184,004	01.03.2015
Canada	Pending	2,309,891	01.03.2015
China	Granted	95191945.8	01.03.2015
Czech Republic	Pending	2575/96	01.03.2015
Europe	Published	95912701.0	01.03.2015
Finland	Pending	963419	01.03.2015
Hungary	Pending	P9602404	01.03.2015
Japan	Published	7-523049	01.03.2015
New Zealand	Granted	282601	01.03.2015
Norway	Pending	963651	01.03.2015
Poland	Allowed	P316115	01.03.2015
Slovakia	Pending	PV1118/96	01.03.2015
United States	Granted	08/206,176	17.06.2014



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