

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ImmunoNewco DK ApS	04/28/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Anaphore, Inc.
<b>Street Address:</b>	9393 Towne Centre Drive
<b>Internal Address:</b>	Suite 120
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11633040
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)913-0002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	3129130001
<b>Email:</b>	mueller@mbhb.com
<b>Correspondent Name:</b>	McDonnell Boehnen Hulbert & Berghoff LLP
<b>Address Line 1:</b>	300 South Wacker Drive
<b>Address Line 2:</b>	32nd Floor
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	08-348-DIV
<b>NAME OF SUBMITTER:</b>	Patrick Gattari

**CH \$40.00 11633040**

Total Attachments: 5  
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## ASSIGNMENT OF PATENT RIGHTS

Attorney Docket No 08-348

WHEREAS, **ImmunoNewco DK ApS**, having principal place at of business at Raadhuspladsen 4, c/o Lett Law Firm, DK-1550 Copenhagen V, Denmark, hereinafter referred to as "Assignor," has received an assignment of the patents and applications listed in **Exhibit A**, hereto, and the invention described therein;

WHEREAS, **Anaphore, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 9393 Towne Centre Drive, Suite 120, San Diego, California, 92121 (USA), hereinafter referred to as "Assignee," is desirous of acquiring all of Assignor's right, title, and interest in and to said inventions and patents and applications on Exhibit A, the right to file applications on said invention, and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignee, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the Assignee, and Assignee's successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned invention, the right to file applications on said invention and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said applications, and reissues, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had its sale and assignment not been made.

The undersigned warrants itself to be the owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the undersigned authorizes said assignee to apply for patents for said invention or improvements in its own name in such countries where such procedure is proper and further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain, maintain and enforce said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS my hand and seal this 28 day of April, 2008.

ImmnoNewco DK ApS

Phyllis E Whiteley  
Phyllis Whiteley  
Director (with authority)

State of California

County of ~~Santa Clara~~ Matte

The foregoing instrument was acknowledged before me this 28 day of April, 2008 by Phyllis Whiteley

Alisa Beth Law  
NOTARY PUBLIC

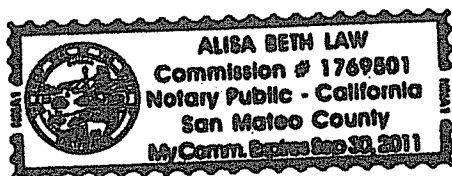


Exhibit A

Assignment of Patent Rights

Attorney Docket No. 08-348

Country	Status	Application No.	Filing Date	Patent Number
United States of America	Inactive	60/272098	28-Feb-2001	
Denmark	Pending	PA2000 01872	13-Dec-2000	
United States of America	Abandoned	10/450472	13-Jun-2003	
United States of America	Published	11/633040	04-Dec-2006	
Patent Cooperation Treaty	Entered National Phase	PCT/DK01/00825	13-Dec-2001	
Australia	Granted	2002221568	13-Dec-2001	2002221568
Brazil	Pending	PI0116138-5	13-Dec-2001	
Canada	Pending	2430953	13-Dec-2001	
China (Peoples Republic)	Pending	01821632.3	13-Dec-2001	
European Patent Convention	Pending	01270552.1	13-Dec-2001	
India	Pending	0907/DELNP/2003	13-Dec-2001	
Japan	Pending	2002-549720	13-Dec-2001	
Korea, Republic of	Pending	10-2003-7007858	13-Dec-2001	
Norway	Pending	20032663	13-Dec-2001	
New Zealand	Granted	526312	13-Dec-2001	526312
South Africa	Granted	2003/4459	13-Dec-2001	2003/4459

**POWER OF ATTORNEY**

**Andrew James Schwab**

and

**Richard Joel Ulevitch**

as members of the Board of Directors of

ImmunoNewco DK ApS, CVR no. 31 07 74 00, a private limited company organized under the laws of Denmark, having its registered office c/o Lett Law Firm, Raadhuspladsen 4, DK-1550 Copenhagen V, Denmark,

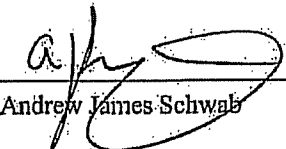
hereby authorize **Phyllis E. Whiteley** (chairman of the Board of Directors) to sign, deliver and execute all necessary documents relating to the assignment of intellectual property from ImmunoNewco DK ApS to Anaphore, Inc., 9393 Towne Centre Drive, Suite 120, San Diego, CA 92121, USA, including but not limited to the patents, copyrights, trademarks, trade secrets, proprietary information, and all other intellectual property rights and applications related thereto, identified on the Intellectual Property Assignment from Borean Pharma ApS to ImmunoNewco DK ApS dated November 30, 2007, and the exhibits thereto, and any documents requested to be signed, delivered and executed pursuant to the aforesaid Intellectual Property Assignment.

This document may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one document.

This proxy expires on December 31, 2008.

San Francisco, April 21, 2008

San Diego, April \_\_\_\_, 2008

  
Andrew James Schwab

\_\_\_\_\_  
Richard Joel Ulevitch

## POWER OF ATTORNEY

Andrew James Schwab

and

Richard Joel Ulevitch

as members of the Board of Directors of

ImmunoNewco DK ApS, CVR no. 31 07 74 00, a private limited company organized under the laws of Denmark, having its registered office c/o Lett Law Firm, Raadhuspladsen 4, DK-1550 Copenhagen V, Denmark,

hereby authorize Phyllis E. Whiteley (chairman of the Board of Directors) to sign, deliver and execute all necessary documents relating to the assignment of intellectual property from ImmunoNewco DK ApS to Anaphore, Inc., 9393 Towne Centre Drive, Suite 120, San Diego, CA 92121, USA, including but not limited to the patents, copyrights, trademarks, trade secrets, proprietary information, and all other intellectual property rights and applications related thereto, identified on the Intellectual Property Assignment from Borean Pharma ApS to ImmunoNewco DK ApS dated November 30, 2007, and the exhibits thereto, and any documents requested to be signed, delivered and executed pursuant to the aforesaid Intellectual Property Assignment.

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This proxy expires on December 31, 2008.

San Francisco, April \_\_\_\_\_, 2008

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San Diego, April \_\_\_\_\_, 2008

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Andrew James Schwab

  
\_\_\_\_\_  
Richard Joel Ulevitch