

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Ligand Pharmaceuticals Incorporated	10/23/2006
Seragen, Inc.	10/23/2006

RECEIVING PARTY DATA

Name:	Eisai Inc.
Street Address:	100 Tice Blvd.
City:	Woodcliff Lake
State/Country:	NEW JERSEY
Postal Code:	07677

PROPERTY NUMBERS Total: 50

Property Type	Number
Application Number:	07665762
Application Number:	07914492
Application Number:	08053557
Application Number:	08289128
Patent Number:	6074636
Application Number:	09267970
Application Number:	08052040
Application Number:	08230939
Patent Number:	5817845
Application Number:	07809980
Application Number:	08244857
Patent Number:	5932622
Patent Number:	6992108
Application Number:	08480967

PATENT

500613353

REEL: 021339 FRAME: 0344

CH \$2000.00 07665762

Patent Number:	6506917
Patent Number:	5968989
Application Number:	09350648
Patent Number:	6576676
Patent Number:	7056954
Application Number:	11256501
Application Number:	07872707
Application Number:	07944783
Application Number:	08003223
Application Number:	08027747
Application Number:	08052051
Application Number:	08052050
Application Number:	08141246
Application Number:	08485386
Patent Number:	6610883
Application Number:	08141914
Patent Number:	5962731
Patent Number:	6043279
Application Number:	08141496
Application Number:	08479920
Patent Number:	6320074
Application Number:	09989710
Application Number:	11300039
Application Number:	60003869
Application Number:	08710310
Application Number:	09277405
Application Number:	60018318
Application Number:	60021839
Patent Number:	6028052
Patent Number:	5972881
Patent Number:	6228862
Patent Number:	6316404
Patent Number:	6521633
Application Number:	60089104
Application Number:	09327117

Application Number: 10229649

CORRESPONDENCE DATA

Fax Number: (612)288-9696

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-335-5070

Email: mtm@fr.com

Correspondent Name: Teresa A. Lavoie

Address Line 1: Fish & Richardson P.C.

Address Line 2: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 21912-001001

NAME OF SUBMITTER: Teresa A. Lavoie

Total Attachments: 10

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ASSIGNMENT OF U.S. PRODUCT PATENT RIGHTS

This ASSIGNMENT OF PRODUCT PATENT RIGHTS (this "Assignment") is made as of this 25th day of October, 2006, by and among Ligand Pharmaceuticals Incorporated, a Delaware corporation ("Seller"), Seragen, Inc., a Delaware corporation and wholly-owned subsidiary of Seller ("Seller Sub"), and Eisai Inc., a Delaware corporation ("Purchaser"). Each of Seller, Seller Sub, and Purchaser are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, Seller and Seller Sub are the owners of certain Patents listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the "Owned Patent Rights");

WHEREAS, Seller, Seller Sub, Purchaser, and Eisai Co., Ltd., a Japanese corporation, have entered into that certain Purchase Agreement, dated as of September 7, 2006 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Purchaser wishes to acquire from Seller and Seller Sub, and Seller and Seller Sub wish to transfer to Purchaser, said Owned Patent Rights and the goodwill associated with such Owned Patent Rights.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meanings set forth in the Purchase Agreement.
2. Conveyance and Acceptance of Owned Patent Rights. Seller and Seller Sub hereby assign, transfer and convey to Purchaser their entire right, title and interest in and to the Owned Patent Rights, respectively, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to, or derived from, the Owned Patent Rights and all goodwill associated with the Owned Patent Rights. Purchaser accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Owned Patent Rights from and after the date of this Assignment.
3. Recordation. Seller and Seller Sub hereby authorize the United States Commissioner of Patents and Trademarks, and as appropriate, the respective patent office or governmental agency in each jurisdiction other than the United States, to record this Assignment and to issue any and all patents or certificates of invention which may be granted upon any of the Owned Patent Rights in the name of Purchaser, as the assignee to the entire interest therein. The Purchaser shall have the right to file patent applications in any country based on the Owned Patent Rights.
4. Further Acts. Seller and Seller Sub agree, at Purchaser's expense, to take such further action and to execute such additional documents as Purchaser may reasonably request to carry out and fulfill the purposes and intent of this Assignment.

5. Miscellaneous.

(a) This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(b) This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the law of the State of New York. The Parties hereto agree that any disputes which may arise out of this Assignment which relate to any Party's rights and/or obligations hereunder shall be resolved in accordance with the provisions of Articles XI and XII contained in the Purchase Agreement.

(c) This Assignment may be amended or modified only by a written instrument executed by all of the Parties.

(d) If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, in whole or in part, such determination shall not affect or impair the validity or enforceability of any other provision, covenant, or restriction, each of which is hereby declared to be separate and distinct, or of the remainder of this Assignment.

(e) This Assignment may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Parties. Delivery of an executed counterpart or a signature page of this Agreement or any amendment hereto by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart hereof.

SIGNATURE PAGE FOLLOWS

LIGAND

483

LEGAL

By:

Name:

Title:

SERAGEN, INC.

By:

Name:

Title:

By:

Name:

Title:

PATENT
REEL: 021339 FRAME: 0349

STATE OF California
COUNTY OF San Diego

On this 23rd day of October, 2006, before me personally appeared Henry F. Blissenbach, to me personally known, who, being duly sworn, did say that he/she is the Chief Executive Officer of LIGAND PHARMACEUTICALS INCORPORATED and that he/she duly executed the foregoing instrument for and on behalf of LIGAND PHARMACEUTICALS INCORPORATED being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

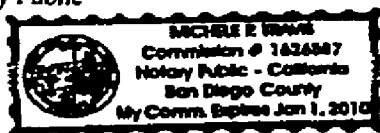
Michelle P. Travis
Notary Public



STATE OF California
COUNTY OF San Diego

On this 23rd day of October, 2006, before me personally appeared Walter R. Broadus, to me personally known, who, being duly sworn, did say that he/she is the Secretary of SERAGEN, INC. and that he/she duly executed the foregoing instrument for and on behalf of SERAGEN, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Michelle P. Travis
Notary Public



IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.


**LIGAND PHARMACEUTICALS
INCORPORATED**

By: _____
Name: _____
Title: _____

SERAGEN, INC.

By: _____
Name: _____
Title: _____

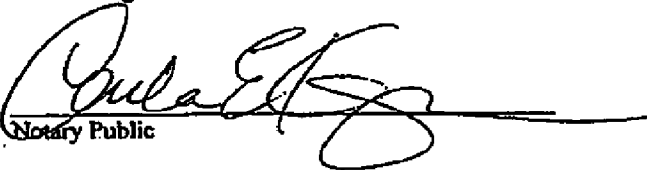
EISAI INC.

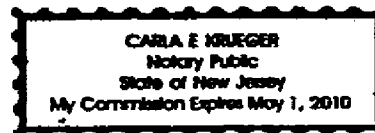
By:  _____
Name: Alexander Scott
Title: Vice President, Business
Development

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. PRODUCT PATENTS]

STATE OF New Jersey
COUNTY OF Bergen

On this 23 day of October, 2006, before me personally appeared Alex Scott, to me personally known, who, being duly sworn, did say that he is the V.P. Business Development of EISAI INC. and that he/she duly executed the foregoing instrument for and on behalf of EISAI INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.


Notary Public



SCHEDULE A

OWNED PATENT RIGHTS

ONTAK Owned Patents and Patent Applications

Case Number / Subcase Country Name	Case Type	Application Number / Date	Publication Number / Date	Patent Number / Date	Status/ Expiration Date
037-0012/ United States of America	ORD	07/665,762 07-Mar-1991			Abandoned
037-0012/A United States of America	CON	07/914,492 15-Jul-1992			Abandoned
037-0012/A1 United States of America	CON	08/053,557 27-Apr-1993			Abandoned
037-0012/B United States of America	CON	08/289,128 11-Aug-1994			Abandoned
037-0012/C United States of America	ORD	08/465,541 05-Jun-1995		6,074,636 13-Jun-2000	Issued 13-Jun-2017
037-0012/D United States of America	ORD	541,229 12-Oct-1995			Abandoned
037-0012/E United States of America	DIV	09/267,970 12-Mar-1999			Abandoned
016-0090/ United States of America	PRI	<i>Title:</i> Improved Processes of Manufacturing and Formulating ONTAK			Drafting
016-0127/ United States of America	PRI	<i>Title:</i> Methods of Using ONTAK			Drafting

Panretin Owned Patents

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status/ Expiration Date
016-0004/ United States of America	ORD	08/052,040 21-Apr-1993			Abandoned
016-0004/A United States of America	CIP	08/230,939 21-Apr-1994		5,567,855 22-Oct-1996	Issued 22-Oct-2013
016-0004/B United States of America	DIV	08/731,069 09-Oct-1996	5,817,845	Issued 06-Oct-1998	12-Apr-2013

CH874550.5

Panretin Owned Patents (That Are Also Licensed)

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status/Expiration Date
018-0018/ United States of America	ORD	07/809,980 18-Dec-1991			Abandoned
018-0018/A United States of America	CIP	08/244,857 14-Jun-1994			Abandoned
018-0018/B United States of America	DIV	08/475,174 07-Jun-1995		5,932,622 03-Aug-1999	Issued 03-Aug-2016
018-0018/C United States of America	DIV	08/482,737 07-Jun-1995		6,992,108 31-Jan-2006	Issued
018-0018/D United States of America	DIV	08/480,967 07-Jun-1995			Abandoned
018-0018/D1 United States of America	CPA	08/480,967 07-Jun-1995		6,506,917 14-Jan-2003	Issued 02-Aug-2012
018-0018/E United States of America	DIV	08/472,817 07-Jun-1995		5,968,989 19-Oct-1999	Issued 19-Oct-2016
018-0018/F United States of America	DIV	09/350,648 09-Jul-1999			Abandoned
018-0018/F1 United States of America	CPA	09/350,648 09-Jul-1999		6,576,676 10-Jun-2003	Issued 09-Jul-2019
018-0018/F2 United States of America	DIV	10/458,880 10-Jun-2003	04-0006144 08-Jan-2004	7,056,954 06-Jun-2006	Issued 02-Aug-2012
018-0018/G United States of America	DIV	11/256,501 21-Oct-2005			Pending

Targretin Owned Patents

Case Number / Subcase Country Name	Case Type	Application Number / Date	Publication Number / Date	Patent Number / Date	Status/Expiration Date
016-0002/ United States of America	ORD	07/872,707 22-Apr-1992			Abandoned
016-0002/A United States of America	CIP	07/944,783 11-Sep-1992			Abandoned
016-0002/B United States of America	CIP	08/003,223 11-Jan-1993			Abandoned

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Case Number / Subcase Country Name	Case Type	Application Number / Date	Publication Number / Date	Patent Number / Date	Status/Expiration Date
016-0002/C United States of America	CIP	08/027,747 05-Mar-1993			Abandoned
016-0002/D United States of America	CIP	08/052,051 21-Apr-1993			Abandoned
016-0002/E United States of America	CIP	08/052,050 21-Apr-1993			Abandoned
016-0002/F United States of America	CIP	08/141,246 22-Oct-1993			Pending
016-0002/F1 United States of America	CON	08/485,386 07-Jun-1995		RE5,780,676 14-Jul-1998	Issued 14-Jan-2015
016-0002/F2 United States of America	CIP	09/115,615 13-Jul-1998		6,610,883 26-Aug-2003	Issued
016-0002/G United States of America	CIP	08/141,914 22-Oct-1993			Abandoned
016-0002/G1 United States of America	CON	08/472,784 07-Jun-1995		5,962,731 05-Oct-1999	Issued 05-Oct-2016
016-0002/G2 United States of America	FWC	08/799,396 12-Feb-1997		6,043,279 28-Mar-2000	Issued 22-Apr-2012
016-0002/H United States of America	CIP	08/141,496 22-Oct-1993			Pending
016-0002/H1 United States of America	CON	08/479,920 07-Jun-1995			Abandoned
016-0002/H2 United States of America	CIP	09/179,674 27-Oct-1998		6,320,074 20-Nov-2001	Issued 22-Apr-2012
016-0002/H3 United States of America	CON	09/989,710 19-Nov-2001			Abandoned
016-0002/H4 United States of America	CON	11/300,039 13-Dec-2005	06-0106072 18-May-2006		Published
016-0033/ United States of America	PRO	60/003,869 18-Sep-1995			Abandoned
016-0033/A United States of America	ORD	08/710,310 17-Sep-1996			Abandoned
016-0033/B United States of America	CIP	09/277,405 26-Mar-1999			Abandoned
016-0041/ United States of America	PRO	60/018,318 24-May-1996			Abandoned

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Case Number / Subcase Country Name	Case Type	Application Number / Date	Publication Number / Date	Patent Number / Date	Status/Expiration Date
016-0041/A United States of America	PRO	60/021,839 10-Jul-1996			Expired
016-0041/B United States of America	CIP	08/710,309		6,028,052 22-Feb-2000	Issued 17-Sep-2016
016-0041/C United States of America	DIV	08/979,725 26-Nov-1997		5,972,881 26-Oct-1999	Issued 17-Sep-2016
016-0041/D United States of America	DIV	09/309,370 11-May-1999		6,228,862 08-May-2001	Issued 17-Sep-2016
016-0041/E United States of America	DIV	09/745,681 22-Dec-2000		6,316,404 13-Nov-2001	Issued 17-Sep-2016
016-0041/F United States of America	DIV	09/850,879 07-May-2001	02-0193291 19-Dec-2002	6,521,633 18-Feb-2003	Issued
016-0059/ United States of America	PRO	60/089,104 12-Jun-1998			Abandoned
016-0059/A United States of America	ORD	09/327,117 07-Jun-1999			Abandoned
016-0059/B United States of America	CON	10/229,649 27-Aug-2002	03-0013766 16-Jan-2003	Published	

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PATENT

RECORDED: 08/06/2008

REEL: 021339 FRAME: 0356