

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PDL BioPharma, Inc.	02/09/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Facet Biotech Corporation
<b>Street Address:</b>	1400 Seaport Blvd.
<b>City:</b>	Redwood City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94063
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11962593
Application Number:	11963641
Application Number:	10769612
Patent Number:	6762020
Patent Number:	6649342
Patent Number:	6780586
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)454-1468
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650-454-1000
<b>Email:</b>	christopher.mcconnell@facetbiotech.com
<b>Correspondent Name:</b>	Facet Biotech Corporation
<b>Address Line 1:</b>	1400 Seaport Blvd.
<b>Address Line 4:</b>	Redwood City, CALIFORNIA 94063
<b>ATTORNEY DOCKET NUMBER:</b>	155 US

CH \$240.00 11962593

NAME OF SUBMITTER:

Christopher McConnell

Total Attachments: 4

source=155\_Family#page1.tif

source=155\_Family#page2.tif

source=155\_Family#page3.tif

source=155\_Family#page4.tif

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and delivered as of February 9, 2009 by PDL BioPharma, Inc., a Delaware corporation ("Assignor") and Facet Biotech Corporation, a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Separation and Distribution Agreement (the "Separation Agreement"), dated as of December 17, 2008, pursuant to which, among other things, Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to certain patents and patent applications, including those set forth on Exhibit A.

NOW, THEREFORE, in consideration of the agreements and covenants contained in the Separation Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Separation Agreement:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys unto Assignee, all of its right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said application for patents or similar forms of protection of the United States of America, and all other applications for patents on said inventions and discoveries in whatsoever countries as set forth in Exhibit A, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all patents, reissues and extensions of patents or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said patents.

2. Cooperation. Assignor hereby covenants and agrees to reasonably cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary by Assignee and agreed to by Assignor, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering the patents and patent applications; (c) for filing and prosecuting applications for re-issuance of any of the patents and patent applications; (d) for interference or other priority proceedings involving the patents and patent applications; and (e) for legal proceedings involving the patents and patent applications for infringement actions and court actions.

3. Separation Agreement Controls. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms of the Separation Agreement. In the event of any conflict or inconsistency between the terms of the Separation Agreement and the terms hereof, the terms of the Separation Agreement shall govern.

4. No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignee and its successors and assigns any remedy or claim under or by reason of this Assignment.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns.


6. Governing Law. This Assignment shall be deemed to have been made in, and shall be governed by and construed pursuant to the laws of California and the United States without regard to any conflicts of laws provisions that would require the application of the laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee.

ASSIGNOR:


**PDL BioPharma, Inc.,**  
a Delaware corporation

By:   
Name: Christopher L. Stone  
Title: Vice President, General Counsel and Secretary

Acknowledged and agreed:

ASSIGNEE:

**Facet Biotech Corporation,**  
A Delaware Corporation

By:   
Name: Francis Sarena  
Title: Vice President, General Counsel, and Secretary

**EXHIBIT A**

List of Patents and Applications for Patents

<b>Docket Number</b>	<b>Application/Patent Number</b>	<b>Title</b>	<b>Filing/Grant Date</b>
155 US CT03	11/962,593	COMPOSITIONS AGAINST CANCER ANTIGEN LIV-1 AND USES THEREOF	December 21, 2007
155 US DV01	11/963,641	COMPOSITIONS AGAINST CANCER ANTIGEN LIV-1 AND USES THEREOF	December 21, 2007
155 US CP02	US 6,762,020	METHODS OF DIAGNOSING BREAST CANCER	July 13, 2004
155 US CP03	US 6,649,342	NOVEL METHOD OF DIAGNOSING AND TREATING BREAST CANCER, COMPOSITIONS, AND METHODS OF SCREENING FOR BREAST CANCER MODULATORS	November 18, 2003
155 US CP04	US 6,780,586	METHODS OF DIAGNOSING BREAST CANCER	August 24, 2004
155 US CP07	10/769,612	COMPOSITIONS AGAINST CANCER ANTIGEN LIV-1 AND USES THEREOF	January 29, 2004