

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PDL BioPharma, Inc.	02/09/2009

RECEIVING PARTY DATA

Name:	Facet Biotech Corporation
Street Address:	1400 Seaport Blvd.
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	11855073
Application Number:	11837333
Application Number:	11837337
Patent Number:	7288248

CORRESPONDENCE DATA

Fax Number: (650)454-1468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-454-1000
Email: christopher.mcconnell@facetbiotech.com
Correspondent Name: Facet Biotech Corporation
Address Line 1: 1400 Seaport Blvd.
Address Line 4: Redwood City, CALIFORNIA 94063

ATTORNEY DOCKET NUMBER:

148 US

NAME OF SUBMITTER:

Christopher McConnell

Total Attachments: 4

500797649

PATENT
REEL: 022343 FRAME: 0269

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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

PATENT ASSIGNMENT
SIGNATURE PAGE

PATENT
REEL: 022343 FRAME: 0273

EXHIBIT A

List of Patents and Applications for Patents

Docket Number	Application/Patent Number	Title	Filing/Grant Date
148 US CT01	11/855,073	ANTIBODIES AGAINST CANCER ANTIGEN TMEFF2 AND USES THEREOF	September 13, 2007
148 US DV01	11/837,333	ANTIBODIES AGAINST CANCER ANTIGEN TMEFF2 AND USES THEREOF	August 10, 2007
148 US DV02	11/837,337	ANTIBODIES AGAINST CANCER ANTIGEN TMEFF2 AND USES THEREOF	August 10, 2007
148 US UT01	US 7,288,248	ANTIBODIES AGAINST CANCER ANTIGEN TMEFF2 AND USES THEREOF	October 30, 2007