

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
TRANSGENE S.A.	03/24/2009
<b>RECEIVING PARTY DATA</b>	
Name:	ASSOCIATION FRANCAISE CONTRE LES MYOPATHIES
Street Address:	12, PLACE DE RUNGIS
City:	PARIS
State/Country:	FRANCE
Postal Code:	75013
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6881724
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ATTORNEY DOCKET NUMBER:	1032751-000084
NAME OF SUBMITTER:	Norman H. Stepno
Total Attachments: 1 source=084ASSIGN#page1.tif	

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1032751-000084

# ASSIGNMENT

THIS ASSIGNMENT, by TRANSGENE S.A., residing at BOULEVARD GONTHIER d'ANDERNACH, PARC d'INNOVATION, CS80166, 67405 ILLKIRCH GRAFFENSTADEN CEDEX, FRANCE (hereinafter referred to as "the Assignor"), respectively, witnesseth:

WHEREAS, the Assignor is the co-owner of certain new and useful improvements set forth in U.S. Patent No. 6,881,724 (formerly U.S. Patent Application No. 10/108,263), entitled ; USE OF MAGNESIUM (MG2+) FOR THE PREPARATION OF A THERAPEUTIC COMPOSITION FOR TRANSFECTION OF A POLYNUCLEOTIDE INTO A CELL AND COMPOSITIONS USEFUL IN GENE THERAPY and

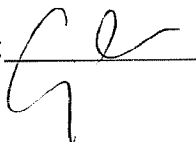
WHEREAS, co-owner ASSOCIATION FRANCAISE CONTRE LES MYOPATHIES, a corporation duly organized under and pursuant to the laws of FRANCE and having a principal place of business at 12, PLACE DE RUNGIS, 75013 PARIS, FRANCE (hereinafter referred to as "the Assignee"), is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to said patent.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns its entire undivided right, title, and interest in and to the above-mentioned patent, and reissues 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 behoof and the use and behoof 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 this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the lawful co-owner of the undivided right, title, and interest in and to the patent, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said patent, or any reissue or extension of any Letters Patent or Patents obtained or to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of the Letters Patent or Patents, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

TRANSGENE S.A.

Date:  24 MARS 2009

By: Ghislaine GILLERON  
*General Counsel*

Title: