

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Novartis AG	05/09/2007
<b>RECEIVING PARTY DATA</b>	
Name:	XOMA Technology Ltd.
Street Address:	2910 Seventh Street
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94710
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12297382
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(919)862-2260
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-862-2200
Email:	elaine.beer@alston.com
Correspondent Name:	Leslie T. Henry
Address Line 1:	3201 Beechleaf Ct.
Address Line 4:	Raleigh, NORTH CAROLINA 27604
ATTORNEY DOCKET NUMBER:	035784/363527
NAME OF SUBMITTER:	Leslie T. Henry
<b>Total Attachments: 4</b> source=308499 NovartisAGtoXomaAssignment#page1.tif source=308499 NovartisAGtoXomaAssignment#page2.tif source=308499 NovartisAGtoXomaAssignment#page3.tif source=308499 NovartisAGtoXomaAssignment#page4.tif	

CH \$40.00 12297382

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**PATENT**  
**REEL: 023446 FRAME: 0596**

**ASSIGNMENT**

THIS ASSIGNMENT, effective April 22, 2006, made by **NOVARTIS AG**, a corporation of Switzerland, having a principal place of business at Lichtstrasse 35, CH-4056 Basel, Switzerland,

WITNESSETH: That,

WHEREAS, NOVARTIS AG, hereinafter referred to as **ASSIGNOR**, has previously acquired all right, title, and interest in and to certain new and useful improvements in **ANTAGONIST ANTI-CD40 ANTIBODY PHARMACEUTICAL COMPOSITIONS** for which a PROVISIONAL application has been filed in the United States Patent and Trademark Office on April 21, 2006, and bears Application No. 60/794,011, and

WHEREAS, **XOMA TECHNOLOGY LTD.**, a corporation of Bermuda, having its principal place of business at 2910 Seventh Street, Berkeley, CA 94710, hereinafter referred to as **ASSIGNEE**, is desirous of acquiring fifty percent (50%) of the rights, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above **ASSIGNOR** has sold and by these presents does hereby sell, assign, transfer, and convey unto the said **ASSIGNEE**, its successors and assigns, a fifty percent (50%) right, title, and undivided interest in and to said subject application and said Patents, and the inventions represented thereby, and any and all continuations, continuations-in-part, divisions, or non-provisionals claiming priority thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; a fifty percent (50%) undivided interest in rights corresponding to said Patents in foreign countries throughout the world; and a fifty percent (50%) undivided interest in rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for **ASSIGNEE'S**

own use and enjoyment; all to be held and enjoyed by said *ASSIGNEE*, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by *ASSIGNOR* if this assignment and sale had not been made.


From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

*ASSIGNOR* further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

*IN WITNESS WHEREOF*, *ASSIGNOR* and *ASSIGNEE* have hereunto signed this assignment on the dates indicated below.

NOVARTIS AG

By:

  
Amy Hessler/Susan Abrahamson  
Authorized Representatives

XOMA TECHNOLOGY LTD.

By:

  
Anne Dollard

(Print Name of Person Signing)

Assistant Secretary

Its:

(Print Title of Person Signing)

AttyDktNo. PP028228.0001 (035784/308499)

#2168961

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

ss.

On May 9, 2007

Date

before me, Elissa M. Nash

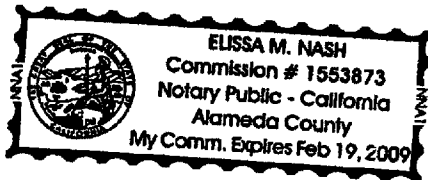
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Amy Hessler and Susan Abrahamson

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Elissa M. Nash  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment

Document Date: ~~May 9, 2007~~ April 22, 2006 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Amy Hessler and Susan Abrahamson

- ☐ Individual  
☒ Corporate Officer — Title(s): Authorized Representatives  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Novartis AG

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

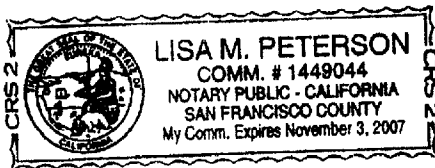
County of Alameda } ss.

On May 9, 2007, before me Lisa M. Peterson, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Anne Dollard  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment

Document Date: May 9, 2007 Number of Pages: two

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☒ Corporate Officer — Title(s): Assistant Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: XOMA Technology Ltd.

RIGHT THUMBPRINT  
OF SIGNER  
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