

**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
Coulter Pharmaceutical, Inc.	05/23/2002
<b>RECEIVING PARTY DATA</b>	
Name:	Medarex, Inc.
Street Address:	707 State Road
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12009031
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	MXI-323USDV2
NAME OF SUBMITTER:	Brian C. Trinque
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

CH \$40.00 12009031

**PATENT**

**501081333**

**REEL: 023878 FRAME: 0088**

## ASSIGNMENT OF PATENT

This Assignment of Patent (this "Patent Assignment") is entered into as of May 23, 2002, by and between Coulter Pharmaceutical, Inc. ("Assignor"), a Delaware corporation and wholly owned subsidiary of Corixa Corporation, and Medarex, Inc., a New Jersey corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which Assignee will purchase certain assets of Assignor, in exchange for cash and shares of common stock, par value \$0.01 per share, of Assignee.

WHEREAS, Assignor is the sole and exclusive owner of each of the patents and patent applications listed in Annex A attached hereto and incorporated herein by reference, all of which patents and patent applications were issued by or filed with the United States Patent and Trademark Office under the patent or application numbers listed in Annex A (all of such patents and patent applications are herein referred to as the "Patents"); and

WHEREAS, Assignor desires to assign Assignor's entire right, title and interest in and to each of the Patents to Assignee.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the following:

(a) all applications for patents, provisional applications, and all patents in the United States of America and all foreign countries granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property which relate in any way to the Patents;

(b) all things authored, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Assignor or any of its employees or agents that are embodied in, derived from or conceived directly from the Patents, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Patents;

(c) all other intellectual or intangible property contained in or conceived directly from the Patents, whether pending, applied for or issued, whether filed in the United States or in other countries and all rights with respect to any of the foregoing, together with all associated goodwill; and

(d) those Patents referred to in Annex A;

together with all claims for damages by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee for its own use, and the use of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. General.

(a) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents to Assignee.

(b) Assignor hereby requests the Commissioner of Patents to issue, to Assignee, any and all Letters Patent of the United States arising from such Patents for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

(c) This Patent Assignment is being delivered in connection with the Purchase Agreement and is subject to, and is entitled to the benefits in respect of, the Purchase Agreement.

(d) This Patent Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

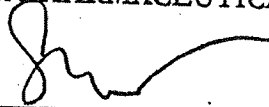
(e) This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

[Signature page follows.]

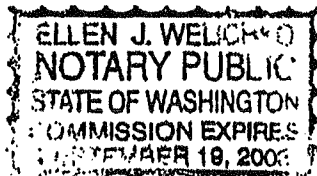
IN WITNESS WHEREOF, this Assignment of Patent has been duly executed and delivered by a duly authorized officer of Assignor as of May 23<sup>rd</sup>, 2002.

ASSIGNOR:

COULTER PHARMACEUTICAL, INC.

By:   
Name: Steven Grills, Ph.D.  
Title: President

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of May, 2002.



NOTARY PUBLIC in and for the State of

Washington, residing at  
Seattle  
My Commission Expires: Sept 19, 2003

ANNEX A

Patents

TUMOR ACTIVATED PRO-DRUG PROGRAM

Case Number

App. No./Filing Date

*Redacted*

*Redacted*

017/00US

60/211,686  
06/14/2000

017/01WO

PCT/US01/18857  
06/11/2001

DOCSNW1:19379.8  
11911-24 ASG

PATENT

REEL: 023878 FRAME: 0092

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Case Number

Redacted

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