# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/07/1999

## **CONVEYING PARTY DATA**

Name	Execution Date
Neil P. DESAI	06/28/2010
Chunlin TAO	06/28/2010
Andrew YANG	06/28/2010
Leslie LOUIE	06/28/2010
Zhiwen YAO	06/28/2010
Patrick SOON-SHIONG	06/28/2010
Shlomo MAGDASSI	06/29/2010

## **RECEIVING PARTY DATA**

Name:	American BioScience, Inc.
Street Address:	10866 Wilshire Boulevard, Suite 1270
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024

## PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6749868

# **CORRESPONDENCE DATA**

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**PATENT** 

REEL: 024611 FRAME: 0167

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ATTORNEY DOCKET NUMBER:	638772500121
NAME OF SUBMITTER:	Catherine M. Polizzi
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

PATENT REEL: 024611 FRAME: 0168

#### NUNC PRO TUNC ASSIGNMENT

THIS NUNC PRO TUNC ASSIGNMENT is effective November 7, 1999 by and between the below-identified Assignors and Assignee.

WHEREAS Neil P. DESAI, Chunlin TAO, Andrew YANG, Leslie LOUIE, Zhiwen YAO, Patrick SOON-SHIONG, and Shlomo MAGDASSI, residing at (formerly and/or currently) Los Angeles, California; Los Angeles, California; Rosemead, California; Montebello, California; Culver City, California; Los Angeles, California; and Jerusalem, Israel, respectively ("Assignors"), have invented certain new and useful improvements in PROTEIN STABILIZED PHARMACOLOGICALLY ACTIVE AGENTS, METHODS FOR THE PREPARATION THEREOF AND METHODS FOR THE USE THEREOF, set forth in an application for Letters patent of the United States, bearing Serial No. 09/316,642 and filed on May 21, 1999, which was subsequently granted as United States Patent No. 6,749,868 on June 15, 2004; and

WHEREAS, said Assignors executed an assignment of the above referenced patent application by November 7, 1999 to Vivorx Pharmaceuticals, Inc., a California corporation having its principal place of business at 10866 Wilshire Boulevard, Suite 1270, Los Angeles, California 90024, which was recorded on Reel 010393, Frame 0358, in the United States Patent and Trademark Office on November 22, 1999 (hereinafter referred to as the "Earlier Assignment");

WHEREAS, Vivorx Pharmaceuticals, Inc. changed its name to American BioScience, Inc. (hereinafter referred to as the "Assignee") on April 9, 1998; and

NOW, THEREFORE, in consideration of good and sufficient consideration, the receipt of which is hereby acknowledged, and effective as of the execution date of the Earlier Assignment, said Assignors hereby confirm that they have sold, assigned, transferred and set over, and by this Nunc Pro Tunc Assignment do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns their entire right, title and interest in and to the above-mentioned invention(s), application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or 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 said Assignee (including any right to institute actions and to recover for past, present and future infringement), for its own use and the use 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 and effective as of the execution date of the Earlier Assignment, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors were the sole and lawful owners of the Assignors' right, title and interest in and to said inventions and the patent application above-mentioned, and that the same are unencumbered and that said Assignors had good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration and effective as of the execution date of the Earlier Assignment, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, 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 Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignors have caused this Nunc Pro Time Assignment to be executed by its duly authorized representative on the date indicated below.

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Date	Neil P. DESAI
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Date	Chunlin TAO
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Date	Andrew YANG
06/28/10	Company of the compan
Date	Leslie LOUIE
Date	Zhiwen YAO
Date	Patrick SOON-SHIONG
Date	Shlomo MAGDASSI

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WHEREAS Neil P. DESAI, Chunlin TAO, Andrew YANG, Leslie LOUIE, Zhiwen YAO, Patrick SOON-SHIONG, and Shlomo MAGDASSI, residing at (formerly and/or currently) Los Angeles, California; Los Angeles, California; Rosemead, California; Montebello, California; Culver City, California; Los Angeles, California; and Jerusalem, Israel, respectively ("Assignors"), have invented certain new and useful improvements in PROTEIN STABILIZED PHARMACOLOGICALLY ACTIVE AGENTS, METHODS FOR THE PREPARATION THEREOF AND METHODS FOR THE USE THEREOF, set forth in an application for Letters patent of the United States, bearing Serial No. 09/316,642 and filed on May 21, 1999, which was subsequently granted as United States Patent No. 6,749,868 on June 15, 2004; and

WHEREAS, said Assignors executed an assignment of the above referenced patent application by November 7, 1999 to Vivorx Pharmaceuticals, Inc., a California corporation having its principal place of business at 10866 Wilshire Boulevard, Suite 1270, Los Angeles, California 90024, which was recorded on Reel 010393, Frame 0358, in the United States Patent and Trademark Office on November 22, 1999 (hereinafter referred to as the "Earlier Assignment");

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AND for the same consideration and effective as of the execution date of the Earlier Assignment, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors were the sole and lawful owners of the Assignors' right, title and interest in and to said inventions and the patent application above-mentioned, and that the same are unencumbered and that said Assignors had good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration and effective as of the execution date of the Earlier Assignment, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, 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 Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignors have caused this Nunc Pro Tunc Assignment to be executed by its duly authorized representative on the date indicated below.

Date	Neil P. DESA1	
Date	Chunlin TAO	
Date	Andrew YANG	
Date #	Leslie LQUIE	
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Date	Zhiwen YAO	
6/28/10	1 hh	
Date	Patrick SOON-SHIONG	
Date	Shlomo MAGDASSI	

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AND for the same consideration and effective as of the execution date of the Earlier Assignment, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors were the sole and lawful owners of the Assignors' right, title and interest in and to said inventions and the patent application above-mentioned, and that the same are unencumbered and that said Assignors had good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration and effective as of the execution date of the Earlier Assignment, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, 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 Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

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Date		Neil P. DESAI	
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Date		Patrick SOON-SHIONG	
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Shlomo MAGDASSI