

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AstraZeneca UK Limited	06/28/2006
RECEIVING PARTY DATA	
Name:	Abraxis BioScience, Inc.
Street Address:	11755 Wilshire Boulevard
Internal Address:	20th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5670524
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 813-5736
Email:	kchaffin-penny@mofo.com
Correspondent Name:	Jian Xiao
Address Line 1:	Morrison & Foerster LLP
Address Line 2:	755 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	420052802600
NAME OF SUBMITTER:	Jian Xiao

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of June 28, 2006, by and between AstraZeneca UK Limited, an English limited company (the "Seller"), and Abraxis BioScience, Inc., a Delaware Corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of April 26, 2006 (the "Purchase Agreement"; capitalized terms used and not defined herein are used as defined in the Purchase Agreement), pursuant to which Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller the Transferred Assets, all as more particularly set forth in the Purchase Agreement; and

WHEREAS, the execution and delivery of this instrument by the parties is a condition to the obligations of Buyer and Seller to consummate the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for adequate and appropriate consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereby agree as follows:

1. Transfer of Intellectual Property. Seller hereby sells, assigns, conveys and transfers to Buyer, for Buyer's sole and exclusive use and enjoyment, all of Seller's right, title and interest in and to the Transferred Intellectual Property, including:

- (a) the Transferred Patent Rights, including the patents and patent applications set forth on Schedule A attached hereto; and
- (b) the Transferred Trademarks, including the trademark registrations and applications set forth on Schedule B attached hereto (together with the goodwill attached to and symbolized by the Transferred Trademarks).

2. Delivery of Files. Seller shall, as promptly as possible after the date hereof, deliver or caused to be delivered to Buyer or Buyer's designee, all original documents and copies of records, certificates, prosecution files and other documents related solely to the Transferred Intellectual Property.

3. Issuance of Registrations. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Intellectual Property to Buyer.

4. Recordation. If Buyer elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, Buyer shall bear all costs and fees associated with such recording.

5. Further Assurances. Seller hereby covenants and agrees that, at any time and from time to time after the date of this Intellectual Property Assignment Agreement, at Buyer's request, Seller will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances as necessary to grant, sell, convey, assign, transfer, set over to or vest in Buyer any of the Transferred Intellectual Property.

6. Governing Law. This instrument shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

7. Counterparts. This instrument may be executed by facsimile signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

8. Headings. The headings contained in this instrument are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument.

9. Purchase Agreement Controls. The provisions of this instrument are subject to the terms and conditions of the Purchase Agreement. To the extent that any provision of this instrument is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement will control.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

ABRAXIS BIOSCIENCE, INC.

By *Bruce Wendel*
Name: Bruce Wendel
Title: EVP Corporate Development

ASTRAZENECA UK LIMITED

By *A N Kemp*
Name: Adrian C N Kemp
Title: Authorised Signatory

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Schedule A

Transferred Patent Rights

Product	Patent Number	Expiration Date	Application Number	Application Date
DIPRIVAN EDTA	5,714,520	03/22/2015	08/408707	03/22/1995
DIPRIVAN EDTA	5,731,356	03/22/2015	08/802447	02/18/1997
DIPRIVAN EDTA	5,731,355	03/22/2015	08/801589	02/18/1997
DIPRIVAN EDTA	5,908,869	03/22/2015	09/016359	01/30/1998
NAROPIN/ NAROPIN POLYAMP	5,670,524	09/23/2014	08/256319	05/26/1994
NAROPIN/ NAROPIN POLYAMP	5,834,489	05/26/2014	08/851062	05/05/1997
NAROPIN/ NAROPIN POLYAMP	5,959,112	04/30/2016	08/647994	04/30/1996
NAROPIN/ NAROPIN POLYAMP	6,395,291	11/01/2019	09/254382	11/01/1999
NAROPIN/ NAROPIN POLYAMP	6,620,423	11/01/2019	10/128664	04/24/2002
NAROPIN/ NAROPIN POLYAMP	4,870,086	11/24/2006	06/934114	11/24/1986
	PTE 4,870,086	09/24/2010	—	08/27/1998

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Schedule B

Transferred Trademarks

Mark	Serial Number
XYLOCAINE	534232
	692703
POLOCAINE	1376828
NAROPIN	2148189
	2130448
	2061834
	37702 (Puerto Rico)
NESACAINE	648536
SENSORCAINE	1313013
ASTRAMORPH	1469589
EMLA	1902331
	1848947
DIPRIVAN	1304645
HELP ADVERT THE HURT	Unregistered/No application filed Trademark right of AstraZeneca LP

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