

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EMD Serono Research Center, Inc.	06/04/2009
RECEIVING PARTY DATA	
Name:	Merck Patent GmbH
Street Address:	Frankfurter Strasse 250
City:	Darmstadt
State/Country:	GERMANY
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12552076
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ATTORNEY DOCKET NUMBER:	LEX-017DV2
NAME OF SUBMITTER:	Megan A. Gustafson
Total Attachments: 5 source=LEX-017EMDAssignment#page1.tif source=LEX-017EMDAssignment#page2.tif source=LEX-017EMDAssignment#page3.tif source=LEX-017EMDAssignment#page4.tif source=LEX-017EMDAssignment#page5.tif	

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## PATENT AND PATENT APPLICATION ASSIGNMENT

THIS PATENT AND PATENT APPLICATION ASSIGNMENT (this "Assignment") is made effective this 4<sup>th</sup> day of June, 2009, by and between EMD Serono Research Center, Inc., a corporation existing under the laws of the State of Delaware and having offices at 45A Middlesex Turnpike, Billerica, MA 01821 (the "Assignor"), and Merck Patent GmbH, a corporation existing under the laws of the country of Germany and having offices at Frankfurter Strasse 250, Darmstadt, Germany 64293 (the "Assignee").

WHEREAS, Assignor owns the entire right, title, and interest in and to certain inventions set forth in certain United States patents more particularly identified on Schedule A attached hereto (the "Patents") and the inventions set forth in certain United States patent applications also more particularly described on Schedule A attached hereto (the "Patent Applications");

WHEREAS, it is the intention of the parties that Assignor assign to Assignee the Assignor's entire right, title, and interest in and to the Patents, the Patent Applications and the inventions set forth therein;

NOW THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, and intending to be legally bound:

1. Assignment.

(a) Patents. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, the entire right, title and interest of Assignor in and throughout the United States of America, its territories and all foreign countries, in and to the Patents and the inventions and discoveries set forth therein and all reissues, reexaminations, substitutions, and extensions thereof and all United States and foreign patents which may be issued on such inventions, all such right, title and interest to be held and enjoyed by the Assignee to the full end of the term for which the Patents have been or will be granted, renewed, substituted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement.

(b) Patent Applications. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, the entire right, title and interest of Assignor in and throughout the United States of America, its territories and all foreign countries, in and to the inventions and discoveries as set forth in the Patent Applications, and any and all other applications which may claim priority to the Patent Applications under United States law or international convention, including, but not limited to, non-provisionals, continuations, continuations-in-part, divisions, reissues, reexaminations, substitutions, or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said inventions and discoveries. Assignor further authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries

in the Assignor's name or in the name of the Assignee or otherwise as Assignee may deem advisable, under the international convention or otherwise.

2. Registration and Issuance of Patents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record Assignee as the owner of the Patents and the Patent Applications and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future Letters Patent, notices and any other communications and documents bearing on the Patents or on patents based on the Patent applications.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment.

EMD SERONO RESEARCH CENTER, INC.

By: Steve Arkinstall

Print Name: Dr. Steve Arkinstall

Title: President

Date: June 4, 2009

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Plymouth ) SS:

On this 4th day of June, 2009, before me, the undersigned Notary Public, personally appeared Stephen Arkinstall, and proved to me through satisfactory evidence of identification, which was/were personally known to be the person whose name is signed on the attached Patent and Patent Application Assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Diane Cuddem  
Signature of Notary

My Commission Expires: Jan. 7, 2016



MERCK PATENT GMBH

By: Arno Hartmann

Print Name: Dr. Arno Hartmann

Title: Head of Patents Pharmaceuticals

Date: June 15, 2009

Witnessed by: Pascal A. Stein

Print Name of Witness: Pascal A. Stein

# SCHEDULE A

## Patents

Title	Attorney Docket No.	Patent No.	Issue Date
Enhancing the Circulating Half-Life of Antibody- Based Fusion Proteins	LEX-011	7,091,321	08/15/06
Enhancing the Circulating Half-Life of Antibody- Based Fusion Proteins	LEX-011DV	7,507,406	03/24/09
Expression Technology for Fusion Proteins Containing a Hybrid Isotype Antibody Moiety	LEX-016	7,148,321	12/12/06
Reducing the Immunogenicity of Fusion Proteins	LEX-017	6,992,174	01/31/06
IL-2 Fusion Proteins with Modulated Selectivity	LEX-020	7,186,804	03/06/07
Cancer Treatments Including Administering IL-2 Fusion Proteins with Modulated Selectivity	LEX-020C1	7,462,350	12/09/08
Immunocytokine Sequences and Uses Thereof	LEX-023	7,169,904	01/30/07
IL-7 Fusion Proteins	LEX-026	7,323,549	01/29/08
Expression and Export Technology of Proteins as Immunofusins	FIP-002	5,541,087	07/30/96
Antimicrobial and Anticollagenase Activity of Phenazine-5, 10- Dioxide and Derivatives	FIP-003	5,637,591	06/10/97

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Title	Attorney Docket No.	Patent No.	Issue Date
Inhibition of IL-12 Induced IFN- $\gamma$ Synthesis by Specific Bis-Phenol Compounds as a Method of Immune Modulation	FIP-004	5,880,146	03/09/99
Expression and Export Technology of Proteins as Immunofusins	FIP-006	5,726,044	03/10/98
Bis-Azo Compounds with 2,3-Dichlorobenzoyl Group	FIP-013	5,717,080	02/10/98

Patent Applications

Title	Attorney Docket No.	Application No.	Filing Date
Enhancing the Circulating Half-Life of Antibody- Based Fusion Proteins	LEX-011C1	12/360,682	01/27/09
Proteins Comprising an IgG2 Domain	LEX-016C1	11/489,653	07/19/06
Reducing the Immunogenicity of Fusion Proteins	LEX-017DV	11/233,683	09/23/05
IL-2 Fusion Proteins with Modulated Selectivity	LEX-020C2	12/325,599	12/01/08
Immunocytokine Sequences and Uses Thereof	LEX-023DV	11/599,687	11/15/06
IL-7 Fusion Proteins	LEX-026C1	11/950,073	12/04/07