

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ImmunoNewco DK ApS	04/28/2008
RECEIVING PARTY DATA	
Name:	Anaphore, Inc.
Street Address:	9393 Towne Centre Drive
Internal Address:	Suite 120
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12405003
Application Number:	12405021
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
Phone:	3129130001
Email:	docketing@mbhb.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	McDonnell Boehnen Hulbert & Berghoff LLP
Address Line 1:	300 S. Wacker Dr.
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	08-347-US-DIV, -CON2
NAME OF SUBMITTER:	Donald L. Zuhn, Jr.
Total Attachments: 7 source=2008-04-28_Assignment#page1.tif	

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ASSIGNMENT OF PATENT RIGHTS

Attorney Docket No 08-347

WHEREAS, **ImmunoNewco DK ApS**, having principal place at of business at Raadhushpladsen 4, c/o Lett Law Firm, DK-1550 Copenhagen V, Denmark, hereinafter referred to as "Assignor," has received an assignment of the patents and applications listed in **Exhibit A**, hereto, and the invention described therein;

WHEREAS, **Anaphore, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 9393 Towne Centre Drive, Suite 120, San Diego, California, 92121 (USA), hereinafter referred to as "Assignee," is desirous of acquiring all of Assignor's right, title, and interest in and to said inventions and patents and applications on Exhibit A, the right to file applications on said invention, and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

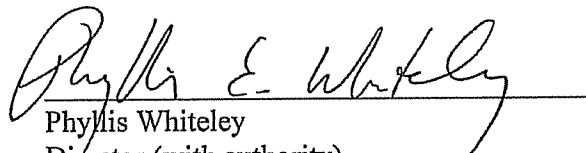
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignee, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto the Assignee, and Assignee's successors, legal representatives, and assigns, all of the Assignor's right, title, and interest in and to the above-mentioned invention, the right to file applications on said invention and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said applications, and reissues, prolongations and 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 the Assignee, for its own use and behalf and the use and behalf 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 its sale and assignment not been made.

Except as provided in the Patent Co-Ownership Agreement between Roche Bio Denmark A/S and Borean Pharma ApS dated June 21, 2006, the undersigned warrants itself to be the owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the undersigned authorizes said assignee to apply for patents for said invention or improvements in its own name in such countries where such procedure is proper and further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain, maintain and enforce said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS my hand and seal this 28 day of April, 2008.

ImmnoNewco DK ApS

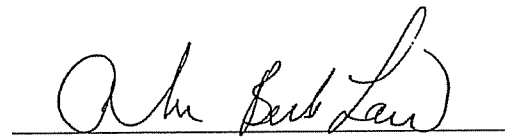

Phyllis Whiteley
Director (with authority)

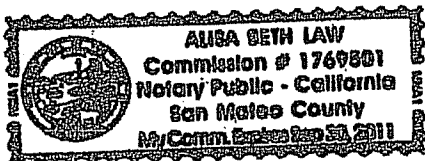
State of California

County of ~~San Clara~~ Matto

The foregoing instrument was acknowledged before me this 28 day of

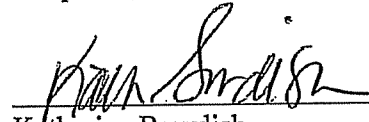
April, 2008 by Phyllis Whiteley


NOTARY PUBLIC



WITNESS my hand and seal this 16th day of July, 2008.

Anaphore, Inc.



Katherine Bowdish
Chief Executive Officer

State of California

County of San Diego

The foregoing instrument was acknowledged before me this 16th day of
July, 2008 by Katherine Bowdish.




NOTARY PUBLIC

Exhibit A

Assignment of Patent Rights

Attorney Docket No. 08-347

<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>
Denmark	Pending	0685/97	11-Jun-1997	
Austria	Granted	98929225.5	11-Jun-1998	E 282092
Belgium	Granted	98929225.5	11-Jun-1998	1012280
Switzerland	Granted	98929225.5	11-Jun-1998	1012280
Germany	Granted	69827507.1	11-Jun-1998	1012280
Denmark	Granted	98929225.5	11-Jun-1998	1012280
Spain	Granted	98929225.5	11-Jun-1998	1012280
Finland	Granted	98929225.5	11-Jun-1998	1012280
France	Granted	98929225.5	11-Jun-1998	1012280
United Kingdom	Granted	98929225.5	11-Jun-1998	1012280
Greece	Granted	98929225.5	11-Jun-1998	1012280
Ireland	Granted	98929225.5	11-Jun-1998	1012280
Italy	Granted	98929225.5	11-Jun-1998	1012280
Luxembourg	Granted	98929225.5	11-Jun-1998	1012280
Monaco	Granted	98929225.5	11-Jun-1998	1012280
Netherlands	Granted	98929225.5	11-Jun-1998	1012280
Portugal	Granted	98929225.5	11-Jun-1998	1012280
Sweden	Granted	98929225.5	11-Jun-1998	1012280
USA	Published	11/452434	14-Jun-2006	
PCT	Entered National Phase	PCT/DK98/00245	11-Jun-1998	
Australia	Granted	199879065	11-Jun-1998	736707
Canada	Pending	2304254	11-Jun-1998	
EPC	Granted	98929225.5	11-Jun-1998	1012280
USA	Abandoned	09/445,576	17-Jul-2000	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On July 16, 2008 before me, Tina M. Cox, Notary Public

personally appeared Katherine Bowdish

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina M. Cox

Signature of Notary Public

Place Notary Seal Above

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 of Patent Rights Attorney Docket No. 08-347

Document Date: July 16, 2008 Number of Pages: 4

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Katherine Bowdish

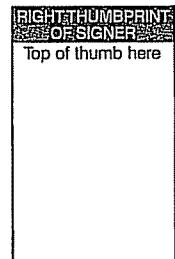
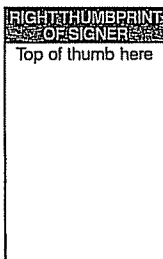
- ☐ Individual
☒ Corporate Officer — Title(s): CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Lett Law Firm
Dan Muelen, Attorney
J.nr. 229027-LES

POWER OF ATTORNEY

Andrew James Schwab

and

Richard Joel Ulevitch

as members of the Board of Directors of

ImmunoNewco DK ApS, CVR no. 31 07 74 00, a private limited company organized under the laws of Denmark, having its registered office c/o Lett Law Firm, Raadhuspladsen 4, DK-1550 Copenhagen V, Denmark,

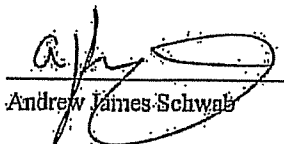
hereby authorize Phyllis E. Whiteley (chairman of the Board of Directors) to sign, deliver and execute all necessary documents relating to the assignment of intellectual property from ImmunoNewco DK ApS to Anaphore, Inc., 9393 Towne Centre Drive, Suite 120, San Diego, CA 92121, USA, including but not limited to the patents, copyrights, trademarks, trade secrets, proprietary information, and all other intellectual property rights and applications related thereto, identified on the Intellectual Property Assignment from Boreas Pharma ApS to ImmunoNewco DK ApS dated November 30, 2007, and the exhibits thereto, and any documents requested to be signed, delivered and executed pursuant to the aforesaid Intellectual Property Assignment.

This document may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one document.

This proxy expires on December 31, 2008.

San Francisco, April 21, 2008

San Diego, April __, 2008


Andrew James Schwab

Richard Joel Ulevitch

Copenhagen Århus Kolding

Lett Law Firm
Dan Moalem, Attorney
J.nr. 229427-LCS

POWER OF ATTORNEY

Andrew James Schwab

and

Richard Joel Ulevitch

as members of the Board of Directors of

ImmunoNewco DK ApS, CVR no. 31 07 74 00, a private limited company organized under the laws of Denmark, having its registered office c/o Lett Law Firm, Raadhuspladsen 4, DK-1550 Copenhagen V, Denmark,

hereby authorize Phyllis E. Whiteley (chairman of the Board of Directors) to sign, deliver and execute all necessary documents relating to the assignment of intellectual property from ImmunoNewco DK ApS to Anaphore, Inc., 9393 Towne Centre Drive, Suite 120, San Diego, CA 92121, USA, including but not limited to the patents, copyrights, trademarks, trade secrets, proprietary information, and all other intellectual property rights and applications related thereto, identified on the Intellectual Property Assignment from Borecan Pharma ApS to ImmunoNewco DK ApS dated November 30, 2007, and the exhibits thereto, and any documents requested to be signed, delivered and executed pursuant to the aforesaid Intellectual Property Assignment.

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This proxy expires on December 31, 2008.

San Francisco, April _____, 2008

24th
San Diego, April _____, 2008

Andrew James Schwab

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Copenhagen Aarhus Kolding