

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David M. GOLDENBERG</td> <td>07/12/2005</td> </tr> <tr> <td>Hans J. HANSEN</td> <td>07/18/2005</td> </tr> <tr> <td>Chien-Hsing Ken CHANG</td> <td>07/12/2005</td> </tr> <tr> <td>Sailaja S. VANAMA</td> <td>07/17/2005</td> </tr> <tr> <td>Edmund A. ROSSI</td> <td>07/12/2005</td> </tr> </tbody> </table>		Name	Execution Date	David M. GOLDENBERG	07/12/2005	Hans J. HANSEN	07/18/2005	Chien-Hsing Ken CHANG	07/12/2005	Sailaja S. VANAMA	07/17/2005	Edmund A. ROSSI	07/12/2005
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<table border="1"> <tr> <td>Name:</td> <td>IMMUNOMEDICS, INC.</td> </tr> <tr> <td>Street Address:</td> <td>300 American Road</td> </tr> <tr> <td>City:</td> <td>Morris Plains</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07950</td> </tr> </table>		Name:	IMMUNOMEDICS, INC.	Street Address:	300 American Road	City:	Morris Plains	State/Country:	NEW JERSEY	Postal Code:	07950		
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CORRESPONDENCE DATA													
Fax Number:	(703)726-6024												
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Email:	mail@rkmlp.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:	Rossi, Kimms & McDowell LLP												
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ATTORNEY DOCKET NUMBER:	IMMU-0020US2 AND 0020US3												

CH \$80.00 12479250

NAME OF SUBMITTER:

LeAnn Eroe

Total Attachments: 6

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ASSIGNMENT AND AGREEMENT

WHEREAS, David M. Goldenberg, Hans J. Hansen, Chien-Hsing Ken Chang, Sailaja Vanama, and Edmund A. Rossi (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled *FUSION PROTEINS CONTAINING RECOMBINANT CYTOTOXIC RNAses* for which an application for United States Letters Patent was filed on February 14, 2005 as Application No. 11/056,182; and

WHEREAS, IMMUNOMEDICS, INC., having its principal place of business at 300 American Road, Morris Plains, New Jersey 07950 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

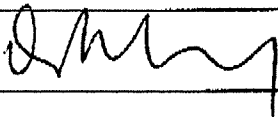
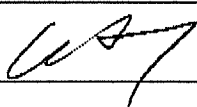
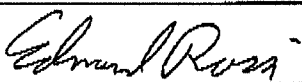
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or

inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Heller Ehrman LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

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NAMES AND SIGNATURES OF INVENTORS		
Name: David M. Goldenberg	Signature: 	Date: 07/12/05
Name: Hans J. Hansen	Signature:	Date:
Name: Chien-Hsing Ken Chang	Signature: 	Date: 07/12/05
Name: Sailaja Vanama	Signature:	Date:
Name: Edmund A. Rossi	Signature: 	Date: 07/12/05

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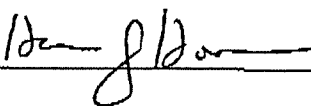
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Name: David M. Goldenberg	Signature:	Date:
Name: Hans J. Hansen	Signature: 	Date: 18 July 05
Name: Chien-Hsing Ken Chang	Signature:	Date:
Name: Sailaja S. Vanama	Signature:	Date:
Name: Edmund A. Rossi	Signature:	Date:

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