

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4104772

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	XCYTE THERAPIES, INC.	12/14/2005
RECEIVING PARTY DATA		
Name:	INVITROGEN CORPORATION	
Street Address:	5791 VAN ALLEN WAY	
City:	CARLSBAD	
State/Country:	CALIFORNIA	
Postal Code:	92008	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14086841
CORRESPONDENCE DATA		
Fax Number:	(760)476-6048	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7606037200	
Email:	lifetechdocket@system.foundationip.com	
Correspondent Name:	LIFE TECHNOLOGIES CORPORATION	
Address Line 1:	5823 NEWTON DRIVE	
Address Line 2:	C/O IP LEGAL DEPARTMENT	
Address Line 4:	CARLSBAD, CALIFORNIA 92008	
ATTORNEY DOCKET NUMBER:	IVGN 842.4 DIV	
NAME OF SUBMITTER:	HELEN FOSTER	
SIGNATURE:	/Helen Foster/	
DATE SIGNED:	10/19/2016	
Total Attachments: 9		
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PATENT

REEL: 040068 FRAME: 0324

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

XCYTE THERAPIES, INC.

As Seller

AND

INVITROGEN CORPORATION

As Buyer

Dated as of December 14, 2005

CONFIDENTIAL

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*") entered into as of December 14, 2005 by and between Invitrogen Corporation, a Delaware corporation (the "*Buyer*") and Xcyte Therapies, Inc., a Delaware corporation ("*Seller*"). Buyer and Seller are referred to individually as a "*Party*" and collectively herein as the "*Parties*."

RECITALS

A. Seller is in the business of using its "Xcellerate Process" (as hereinafter defined) to activate, expand and manufacture T lymphocytes and of using and selling such T lymphocytes (the "*Business*").

B. Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase from Seller, the Transferred Assets (as hereinafter defined), and Buyer is willing to assume the Assumed Liabilities (as hereinafter defined), in each case as more fully described and upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 "*Acquisition*" shall have the meaning ascribed to such term in Section 6.3(e).

1.2 "*Affiliate*" of any Person means any Person that as of the date of this agreement, or at any point in the future, controls, is controlled by, or is under common control with such Person, but only so long as such control exists. As used herein, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through ownership of fifty percent (50%) or more of the voting securities of the entity entitled to elect directors (or equivalent interest in the case of an entity that is not a corporation).

1.3 "*Agreement*" shall have the meaning ascribed to such term in the Preamble.

1.4 "*Ancillary Agreements*" means the Revenue Sharing Agreement, the Assumption Agreement, the Transition Agreement, and the General Assignment and Bill of Sale.

1.5 "*Asset Acquisition Statement*" shall have the meaning set forth in Section 2.8.

1.6 "*Assumed Liabilities*" shall have the meaning ascribed to such term in Section 2.4.

1.63 ***"Technology"*** means any and all technology, and technical and other information, and tangible embodiments thereof, including trade secrets, know-how, research, processes, formulations, techniques, diagnostics, models, concepts, ideas, knowledge, developments, samples, methods, invention and other disclosures, recipes, specifications, materials, instructions, compositions, designs, results, assays, systems, descriptions, analyses, opinions, works of authorship, plans, procedures, manuals, depictions, inventions, discoveries, methods, data, reports, customer lists, marketing and market information, sales information, projections, and any other written, printed or electronically stored information and materials of any nature whatsoever.

1.64 ***"Termination Date"*** shall have the meaning ascribed to such term in Section 8.1(d).

1.65 ***"Trade Secret"*** shall have the meaning ascribed to such term in the definition of "Intellectual Property."

1.66 ***"Trademarks"*** shall have the meaning ascribed to such term in the definition of "Intellectual Property."

1.67 ***"Transaction Materials"*** shall have the meaning ascribed to such term in Section 5.6.

1.68 ***"Transferred Agreements"*** means the agreements listed in Section 1.68 of the Business Disclosure Letter.

1.69 ***"Transferred Assets"*** shall have the meaning ascribed to such term in Section 2.2.

1.70 ***"Transferred Equipment"*** means the items of equipment listed in Section 1.70 of the Business Disclosure Letter.

1.71 ***"Transferred Intellectual Property"*** means the Transferred Patents, the Transferred Know-How, and the Seller Marks.

1.72 ***"Transferred Know-How"*** means any Trade Secret rights to the extent embodied in the documents listed in Section 1.72 of the Business Disclosure Letter and owned by Xcyte, excluding all Licensed Know-How.

1.73 ***"Transferred Patents"*** means (i) the Patents identified in Section 1.73 of the Business Disclosure Letter (the ***"Existing Patents"***); (ii) any Patents issuing on any patent applications included in the Existing Patents, (iii) any and all counterpart United States, international and foreign patents and patent applications of the Existing Patents; and (v) all reissues, re-examinations, divisionals, renewals, extensions, continuations and continuations-in-part of any Existing Patents.

1.74 ***"Transition Agreement"*** shall mean the Agreement set forth in Exhibit D.

1.75 ***"Trigger Condition"*** shall have the meaning set forth in Section 1.75 of the Business Disclosure Letter.

1.76 "*Trigger Exclusion*" shall have the meaning set forth in Section 1.76 of the Business Disclosure Letter.

1.77 "*Xcellerate Process*" means the process described in Section 1.77 of the Business Disclosure Letter, or any update, modification, enhancement, derivative, expansion, or variation of such process.

ARTICLE II THE TRANSACTION

2.1 The Transaction. On the Closing Date and effective as of the Closing, upon the terms and subject to the conditions of this Agreement, Seller shall sell, convey, assign, transfer and make available to Buyer, and Buyer shall purchase, acquire and obtain from Seller, all of Seller's right, title and interest in and to the Transferred Assets, in exchange for (x) a cash payment from Buyer to Seller [REDACTED] and (y) the assumption by Buyer of the Assumed Liabilities. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2 Transferred Assets. For purposes of this Agreement, the term "*Transferred Assets*" means the assets, properties and rights set forth or described in paragraphs (a) through (e) below (in each case excluding the Excluded Assets and subject in each case to the terms and conditions of the Material Business Agreements and Transferred Agreements):

- (a) the Transferred Intellectual Property;
- (b) the Transferred Agreements, and all rights of Seller pursuant to the Transferred Agreements;
- (c) the Raw Materials and Inventory;
- (d) The clinical data generated by Seller that is owned by, and in the possession of Seller in the form in which it exists, as of the Closing Date in the course of clinical trials pursuant to the IND(s) identified in Schedule 2.2(d); and
- (e) the Transferred Equipment.

SECTION 1.73
Transferred Patents

Patent / App. No.	Country	Date Filed	Status	Record Owner / Assignee
60/184,788	U.S.	02/24/00	Non-Provisional Filed	Xcyte Therapies
60/207,120	U.S.	05/25/00	Non-Provisional Filed	Xcyte Therapies
09/864,930	U.S.	05/24/01	Pending Claims priority to 415P1, filed 05/25/00	Xcyte Therapies
74992/01	Australia	05/24/01	Granted as AU Pat. No. 779289 on 05/12/05 Expires on 05/24/2021	Xcyte Therapies
2005201373	Australia	03/31/05	Pending	Xcyte Therapies
2377874	Canada	05/24/01	Pending	Xcyte Therapies
01941656.9	Europe	05/24/01	Pending	Xcyte Therapies
03100437.8 Published as 1048074A on 03/21/03	Hong Kong	05/24/01	Pending	Xcyte Therapies
2001585783	Japan	5/24/01	Pending	Xcyte Therapies
PCT/US01/17218 Published as WO 01/89539 on 11/29/01	PCT	05/24/01	Converted (converted to EP; AU; JP; CA)	Xcyte Therapies
60/249,902	U.S.	11/17/00	Non-Provisional Filed	Xcyte Therapies
09/794,230 Patent Application Publication No. US2002/0058019 A1 (05/16/02)	U.S.	02/26/01	Granted as U.S. Pat. No. 6,905,874 on 06/14/05 Expires on 02/26/2021	Xcyte Therapies
PCT/US01/06139 Published as WO 01/62895 on 08/30/01	PCT	02/26/01	Converted	Xcyte Therapies
09/960,264 Patent Application Publication No. US 2002/0119568 A1 (08/29/02)	U.S.	09/20/01	Granted as U.S. Pat. No. 6,797,514 on 09/28/04 Expires on 02/26/2021	Xcyte Therapies
10/133,236 Patent Application Publication No. US 2003/0124122 A1 (07/03/03)	U.S.	Filed 04/26/02	Granted as U.S. Pat. No. 6,867,041 on 03/15/05 Expires on 02/26/2021	Xcyte Therapies
10/187,467 Patent Application Publication No. US 2003/0119185 A1 (06/26/03)	U.S.	06/28/02	Pending	Xcyte Therapies

Patent / App. No.	Country	Date Filed	Status	Record Owner / Assignee
10/350,305 Patent Application Publication No. US 2003/0235908 A1 (12/25/03)	U.S.	01/22/03	Pending	XcYTE Therapies
10/762,210	U.S.	01/20/04	Pending	XcYTE Therapies
11/070,841	U.S.	03/02/05	Pending	XcYTE Therapies
10/984,351	U.S.	11/08/04	Pending/Published	XcYTE Therapies
11/001,921	U.S.	12/02/04	Pending/Published	XcYTE Therapies
2001243288	Australia	02/26/01	Pending	XcYTE Therapies
PI0108545-0	Brazil	02/26/01	Pending	XcYTE Therapies
2,406,864	Canada	02/26/01	Pending	XcYTE Therapies
01807319.0	China	02/26/01	Pending	XcYTE Therapies
01916241.1	Europe	02/26/01	Pending	XcYTE Therapies
05000956.2	Europe	02/26/01	Pending	XcYTE Therapies
0310034.5 Published as 104770A on 03/07/03	Hong Kong	02/26/01	Pending	XcYTE Therapies
151287	Israel	02/26/01	Pending	XcYTE Therapies
IN/PCT/2002/01138/MU	India	02/26/01	Pending	XcYTE Therapies
2001-562670	Japan	02/26/01	Pending	XcYTE Therapies
10-2002-7011091	South Korea	02/26/01	Pending	XcYTE Therapies
PA/a/2002/008265	Mexico	02/26/01	Pending	XcYTE Therapies
200204866-8	Singapore	02/26/01	Granted as SG Pat. No. 91053 on 05/31/05 Expires on 02/26/2021	XcYTE Therapies
2002/6666	South Africa	02/26/01	Granted as ZA Pat. No. 2002/6666 on 04/28/04 Expires on 02/26/2021	XcYTE Therapies
2002331808	Australia	09/04/02	Pending	XcYTE Therapies
2459587	Canada	09/04/02	Pending	XcYTE Therapies
02818373.8	China	09/04/02	Pending	XcYTE Therapies
02768796.1	Europe	09/04/02	Pending	XcYTE Therapies
03104691.1 Published as 1052372 on 09/11/03	Hong Kong	02/26/01	Pending	XcYTE Therapies
160591	Israel	09/04/02	Pending	XcYTE Therapies
00559/2004	Indonesia	09/04/02	Pending	XcYTE Therapies
2003-528835	Japan	09/04/02	Pending	XcYTE Therapies
2004/7004089	South Korea	09/04/02	Pending	XcYTE Therapies
041002581	Mexico	09/04/02	Pending	XcYTE Therapies
PCT/US02/28161 Published as WO 03/024989	PCT	09/04/02	Converted	XcYTE Therapies
200400958-5	Singapore	09/04/02	Pending	XcYTE Therapies
091121594	Taiwan	09/20/02	Pending	XcYTE Therapies

Patent/App. No.	Country	Date filed	Status	Record Owner/Assignee
04110055.7	Hong Kong	09/04/02	Pending	XcYTE Therapies
2003/9093	South Africa	02/26/01	Granted as ZA 2003/9093 on August 25, 2004	XcYTE Therapies
PCT/US04/01349	PCT	01/20/04	Converted	XcYTE Therapies
2004206239	Australia	01/20/04	Pending	XcYTE Therapies
2,514,052	Canada	01/20/04	Pending	XcYTE Therapies
04703642.1	Europe	01/20/04	Pending	XcYTE Therapies
05103864.2	Hong Kong	09/04/02	Pending	XcYTE Therapies
Corresponding to PCT/US2004/001349	Japan	01/20/04	Pending	XcYTE Therapies
093101613	Taiwan	01/20/04	Pending	XcYTE Therapies
10/136,024	U.S.	04/29/02	Pending Non-Provisional of 418P1 and 418P2	XcYTE Therapies
60/287,168	U.S.	04/27/01	Non-Provisional filed	XcYTE Therapies
60/295,331	U.S.	06/11/01	Non-Provisional filed	XcYTE Therapies
2,448,599	Canada	04/29/02	Pending	XcYTE Therapies
02006/2003	India	04/29/02	Pending	XcYTE Therapies
PCT/US02/13616 Published as WO 02/087627 on 11/07/02	PCT	04/29/02	Converted	XcYTE Therapies
11/091361	U.S.	03/28/05	Pending	XcYTE Therapies
60/295,200	U.S.	06/01/01	Non-Provisional filed	XcYTE Therapies
2,448,591	Canada	06/03/02	Pending	XcYTE Therapies
02739669.6	Europe	06/03/02	Pending	XcYTE Therapies
05100687.3	Hong Kong	06/03/02	Pending	XcYTE Therapies
2003-501403	Japan	06/03/02	Pending	XcYTE Therapies
1020037015745	South Korea	06/03/02	Pending	XcYTE Therapies
PCT/US02/17647 Published as WO 02/098361 on 12/12/02	PCT	06/03/02	Converted	XcYTE Therapies
10/360,507	U.S.	02/07/03	Pending	XcYTE Therapies
60/355,391	U.S.	02/08/02	Non-Provisional Filed	XcYTE Therapies
60/375,733	U.S.	04/26/02	Non-Provisional Filed	XcYTE Therapies
2003216436	Australia	02/07/03	Pending	XcYTE Therapies
2474186	Canada	02/07/03	Pending	XcYTE Therapies
03803533.2	China	02/07/03	Pending	XcYTE Therapies
03737733.0	European Patent Office	02/07/03	Pending	XcYTE Therapies
05101048.5	Hong Kong	02/07/03	Pending	XcYTE Therapies
2003-566523	Japan	02/07/03	Pending	XcYTE Therapies
PCT/US03/05850 Published as WO 03/067221 on 8/14/03	PCT	02/07/03	Converted	XcYTE Therapies
092102522	Taiwan	02/07/03	Pending	XcYTE Therapies
10/729,822	U.S.	12/05/03	Pending	XcYTE Therapies

Patent/App. No.	Country	Date Filed	Status	Record Owner/Assignee
10/900,046	U.S.	07/27/04	Pending	Xcyte Therapies
60/393,042	U.S.	06/28/02	Non-Provisional Filed	Xcyte Therapies
60/431,212	U.S.	12/04/02	Non-Provisional Filed	Xcyte Therapies
60/442,001	U.S.	01/22/03	Non-Provisional Filed	Xcyte Therapies
2003253684	Australia	06/24/03	Pending	Xcyte Therapies
2490401	Canada	06/24/03	Pending	Xcyte Therapies
03761997.0	Europe	06/24/03	Pending	Xcyte Therapies
2004-549825	Japan	06/24/03	Pending	Xcyte Therapies
10-2004-7021419	Korea	06/24/03	Pending	Xcyte Therapies
1968	Malta	08/21/03	Granted	Xcyte Therapies
PCT/US03/19842 Published as WO 04/003142 on 01/08/04	PCT	06/24/03	Converted	Xcyte Therapies
092117630	Taiwan	06/27/03	Pending	Xcyte Therapies
10/742,622	U.S.	12/19/03	Pending	Xcyte Therapies
60/469,122	U.S.	05/8/03	Nonprovisional filed	Xcyte Therapies
PCT/US03/41212	PCT	12/19/03	Converted	Xcyte Therapies
GENERATION AND ISOLATION OF ANTIGEN- SPECIFIC T CELLS No Application Number Available to date	Canada	12/19/03	Pending	Xcyte Therapies
GENERATION AND ISOLATION OF ANTIGEN- SPECIFIC T CELLS No Application Number Available to date	Europe	12/19/03	Pending	Xcyte Therapies
2005-500047	Japan	12/19/03	Pending	Xcyte Therapies
PA/A/2005/012080	Mexico	12/19/03	Pending	Xcyte Therapies
092136274	Taiwan	12/19/03	Pending	Xcyte Therapies
10/946,912	U.S.	09/22/04	Pending	Xcyte Therapies
60/505,248	U.S.	09/22/03	NP - Filed	Xcyte Therapies
60/577,195	U.S.	06/04/04	NP - Filed	Xcyte Therapies
US2004/30895	PCT	09/22/04	Pending	Xcyte Therapies
60/665,801	U.S.	03/28/05	Pending	Xcyte Therapies
60/652,068	U.S.	02/10/05	Pending	Xcyte Therapies
60/667867	U.S.	04/01/05	Pending	Xcyte Therapies
60/669,816	U.S.	04/08/05	Pending	Xcyte Therapies
60/688,630	U.S.	06/08/05	Pending	Xcyte Therapies

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first above written.

Keyte Therapies, Inc.

By: 

Title: Admin. President (EO)

Invitrogen Corp.

By: 

Title: Senior Vice President