PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7103945

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AVIGEN, INC.	12/19/2005

RECEIVING PARTY DATA

Name:	GENZYME CORPORATION
Street Address:	50 BINNEY STREET
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7259151

CORRESPONDENCE DATA

Fax Number: (650)494-0792

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.

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ATTORNEY DOCKET NUMBER:	15979-20153.00
NAME OF SUBMITTER:	BRIAN A. DONAHUE
SIGNATURE:	/Brian A. Donahue/
DATE SIGNED:	01/04/2022

Total Attachments: 9
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EXECUTION COPY

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** is made and entered into on December 19, 2005 (the "Effective Date") by and between Avigen, Inc., a Delaware corporation having its principal place of business at 1301 Harbor Bay Parkway, Alameda, California 94502 ("Avigen"), and Genzyme Corporation, a Massachusetts corporation having its principal place of business at 500 Kendall Street, Cambridge, Massachusetts 02142 ("Genzyme") (hereinafter, each of Avigen and Genzyme a "Party" and, collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, Avigen has developed, licensed and/or controls certain intellectual property relating to gene therapy, including without limitation products based on adeno-associated virus vector ("AAV", as more particularly defined below) that may be used for the treatment of inherited diseases, and methods of making and using such products;

WHEREAS, Avigen has in the past conducted or has ongoing several research and development programs regarding certain such products (including one for Parkinson's disease that is currently the subject of an ongoing phase I/II clinical trial, one for a Factor IX product to treat hemophilia B that has previously been in two phase I/II clinical trials, one for a Factor VIII product to treat hemophilia A that has been studied preclinically, and other earlier-stage research programs), and has developed or obtained certain clinical data, know-how and regulatory filings regarding such products;

WHEREAS, Genzyme is a leading biotechnology company with expertise in developing and commercializing biopharmaceutical products; and

WHEREAS, Genzyme wishes to acquire Avigen's gene therapy intellectual property and current gene therapy research and development programs (other than its IL-10 Patent Rights and IL-10 Product, each as defined herein), all for the purpose of pursuing the further pre-clinical and clinical development and commercialization of these and other potential therapeutic gene therapy products;

NOW THEREFORE, in consideration of the above stated premises and of the mutual covenants and agreements set forth below, and intending to be legally bound by the provisions of this Agreement, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

As used in this Agreement, the following initially capitalized terms shall have the meanings indicated (with derivative forms being interpreted accordingly):

1.1 "AAV" shall mean any adeno-associated virus vector, including without limitation all serotypes, derivatives and plasmids (with or without a capsid protein coat) that contain an inverted terminal repeat found in adeno-associated virus vector, regardless of from what species such serotypes, derivatives and plasmids are taken.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of December 19, 2005 and is made from Avigen, Inc., a Delaware corporation ("Seller"), to Genzyme Corporation, a Massachusetts corporation ("Buyer").

RECITALS

WHEREAS, the Buyer and the Seller are parties to an Assignment Agreement dated December 19, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Buyer agreed to assume certain liabilities and obligations of the Seller, specifically the Assumed Liabilities (as defined in the Agreement), and Seller agreed to retain all other liabilities of the Seller, including, without limitation, the Excluded Liabilities (as defined in the Agreement); and

WHEREAS, it is the Parties' intention to reflect (x) the transfer of title required by Section 2.1 of the Agreement of all contracts, agreements, undertakings, commitments, and other intangible property and assets, in each case that are Gene Therapy Assets (as defined in the Agreement) other than (a) the Avigen Trademark (as defined in the Agreement), (b) the Gene Therapy Listed Know How (as defined in the Agreement) and (c) the license of Avigen Related Know How (as defined in the Agreement) from Avigen to Genzyme that is contained in Section 2.1 of the Agreement (such non-excluded Gene Therapy Assets, the "Assigned Assets"); as well as (y) the assignment by Avigen and assumption by Genzyme of the Assumed Liabilities; both by the execution and delivery of this Assignment and Assumption Agreement between the Seller and the Buyer;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and the Seller hereby agree as follows:

The Seller hereby assigns to the Buyer, free and clear of all liens and encumbrances not set forth in the Agreement, all of the Seller's right, title and interest in, to and under the Assigned Assets.

The Buyer hereby assumes and agrees to observe and perform all liabilities and obligations of the Seller constituting the Assumed Liabilities. The Buyer will not assume or perform any liabilities or obligations that are not Assumed Liabilities, and, in particular, will not assume any of the Excluded Liabilities (as defined in the Agreement).

In the event that any provision of this Assignment and Assumption Agreement is construed to conflict with a provision of the Agreement, the provision in the Agreement shall be deemed controlling and shall prevail. This Assignment and Assumption Agreement does not in any way amend, alter or modify, nor shall it be used to interpret, the terms of the Agreement. This Assignment and Assumption Agreement binds and inures to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and Assumption Agreement shall be construed and enforced in

accordance with the laws (other than the conflict of law rules) of the State of California. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date first above written.

GENZYME CORPORATION

By: _____
Name: Georges Gemayel
Title: Executive Vice President

By: _____
Name: Michael S. Wyzga
Title: Executive Vice President

AVIGEN, INC.

By: _____
Name: Kenneth Chahine
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date first above written.

GENZYME CORPORATION

By: _____
Name: Georges Gemayel
Title: Executive Vice President

By: _____
Name: Michael S. Wyzga
Title: Executive Vice President

AVIGEN, INC.

By: _____
Name: Kenneth Chahine
Title: President and Chief Executive Officer

[redacted]

1036 – Solely Owned

File No. - Title *Patent No.*	*Status* *Issue Date*	*Appl. No.*	*Filing Date*
1036.EP - AAV Virions with Decreased Immunoreactivity and Uses Therefor (Inventors: Alejandra Elena Arbetman; Peter C. Colosi; Michael A. Lochrie; Richard T. Surosky)	Pending	04755800.2	21-Jun-2004
1036.PCT - AAV Virions with Decreased Immunoreactivity and Uses Therefor (Inventors: Alejandra Elena Arbetman; Peter C. Colosi; Michael A. Lochrie; Richard T. Surosky)	Published	US2004/019884	21-Jun-2004
1036.PROV3 - AAV Virions with Decreased Immunoreactivity and Uses Therefor (Inventors: Michael A. Lochrie; Alejandra E. Arbetman)	Abandoned	60/576,501	03-Jun-2004
1036.PROV - Mutant AAV Virions and Uses Therefor (Inventors: Michael A. Lochrie; Richard T. Surosky; Peter C. Colosi)	Abandoned	60/480,395	19-Jun-2003
1036.JP - AAV Virions with Decreased Immunoreactivity and Uses Therefor (Inventors: Alejandra Elena Arbetman; Peter C. Colosi; Michael A. Lochrie; Richard T. Surosky)	Pending		21-Jun-2004
1036.PROV2 - AAV Virions with Decreased Immunoreactivity and Uses Therefor (Inventors: Michael A. Lochrie; Richard T. Surosky; Peter C. Colosi)	Abandoned	60/567,310	30-Apr-2004
1036.US - AAV Virions with Decreased Immunoreactivity and Uses Therefor (Inventors: Alejandra Elena Arbetman; Peter C. Colosi; Michael A. Lochrie; Richard T. Surosky)	Pending	10/873,632	21-Jun-2004

[redacted]

ARTICLE 2

ACQUISITION AND ACTIONS TO TRANSFER

2.1 **Assets Acquired.** Upon the terms and subject to the terms and conditions set forth in this Agreement, on the Effective Date, Avigen shall convey, sell, transfer, and assign to Genzyme and Genzyme shall purchase from Avigen, free and clear of any encumbrances, all of the following:

(a) All of Avigen's right, title and interest as of the Effective Date in and to the Gene Therapy Listed Patents, including but not limited to all rights to obtain patent term extensions, renewals, continuations, divisions or other extensions of legal protections pertaining thereto;

(b) All of Avigen's rights as of the Effective Date in and to claims, causes of action, actions or suits and all rights to sue at law or equity for any past or future infringement or other impairment of any Gene Therapy Patent, including the right to receive all proceeds and damages therefrom;

(c) All of Avigen's right, title and interest as of the Effective Date in and to the Gene Therapy Listed Know-How;

(d) All of Avigen's rights as of the Effective Date under the Upstream License Agreements, except as provided in Section 2.7;

(e) All of Avigen's rights as of the Effective Date under the Selected Other Gene Therapy Contracts, except as provided in Section 2.7;

(f) All of Avigen's rights as of the Effective Date in and to finished product inventories, work-in-process inventories, product-in-transit inventories and other inventories of the Current Parkinson's Product and Current Factor IX Product, and all AAV or active pharmaceutical ingredient inventories useful or necessary for the manufacture of either such Product that are owned by Avigen, including in any event those items listed on Schedule 2.1(f), but excluding (even if otherwise described on Schedule 2.1(f)) portions of such inventories that are commonly available from another source (other than Avigen and its Affiliates) or are necessary for the research, development, manufacture or sale of IL-10 Products), and all SOPs, batch records, release data, stability data and other data related to the production of such Products;

(g) All laboratory supplies, cell lines, raw materials, reagents and related research materials owned by Avigen as of the Effective Date that relate primarily to Gene Therapy Assets (excluding items that are commonly available from another source (other than Avigen and its Affiliates) or exclusively relate to IL-10 Products) and/or Products, and are listed on Schedule 2.1(g) hereto (subject only to any applicable contractual use restrictions and Legal Requirements), including without limitation all standards, internally produced reagents and controls for performing the quality control tests on the Products and all stability samples currently in inventory and all materials (cell lines, SOPs, media, etc.) for producing any non-

commercially available reagents designated primarily for use in connection with the Products and all SOPs related to performing release and stability assays (*but excluding* items specifically designated for use with IL-10 Products);

(h) Those books, documents and records of Avigen (existing and owned by Avigen as of the Effective Date) that contain preclinical and clinical data with respect to Product, or that otherwise relate exclusively to AAV (but not IL-10 Products) and/or Products, except that Avigen is entitled to provide redacted versions (or copies) of any such books, documents and records that relate to Products or AAV as well as to the IL-10 Product or products that are not deemed Products (which shall be redacted to only the extent necessary to remove information that specifically relates to the IL-10 Product or such other non-Products) (collectively, "Transferred Records"); *provided however*, that, subject to Avigen's obligations of confidentiality and non-use set forth in ARTICLE 7, Avigen may retain an archival copy of all Transferred Records in the confidential files of its legal counsel);

(i) All of Avigen's rights as of the Effective Date in all licenses, permits, consents, authorizations and approvals of any federal, state or local regulatory, administrative or other governmental agency or body relating to Gene Therapy and/or the Products, including without limitation the Current Regulatory Filings;

(j) All of Avigen's right, title and interest as of the Effective Date in and to the Avigen Trademark;

(k) To the extent permitted under the applicable agreement, the right to enforce any agreement that requires the counterparty or counterparties to maintain the confidentiality of any information Avigen is required to maintain confidential pursuant to ARTICLE 7, to the extent required for Genzyme to enjoin, restrain, recover damages from or obtain specific performance against such counterparty or counterparties for any breach, suspected breach or anticipatory breach of such confidentiality requirement (with the mechanics of cooperation from Avigen to provide copies of the executed version of any such agreement that has been breached with respect to such information protected by ARTICLE 7 being as set forth in Section 7.4);

(l) All claims of Avigen against Third Parties relating to the Gene Therapy Assets (as defined below), whether choate or inchoate, known or unknown, contingent or noncontingent; and

(m) All of Avigen's right, title and interest in the assets listed on Schedule 2.1(m), whether or not such assets are listed in 2.1(a) through 2.1(l) and notwithstanding anything in Section 2.3 to the contrary.

The assets referred to in (a) through (m) are, together with the license set forth in the next paragraph, collectively, the "Gene Therapy Assets." If after the Effective Date, Avigen discovers any item of Know-How that was owned by Avigen as of the Effective Date, and relates to, arises from or is useful for AAV (excluding IL-10) or any Product and/or its manufacture or pharmaceutical utility (including without limitation any such items of Know-How that are data relating to formulation, analytical methods, pre-clinical and clinical trials, pharmacology,

toxicology, regulatory information, and data relating to the manufacture and use of such Products); *but excluding* any Know-How that falls into any of the following categories: (x) Know-How that is commonly available from another source (other than Avigen and its Affiliates), (y) Know-How that is subject to any existing (as of the Effective Date) written agreement with the University of Colorado in connection with IL-10 Products or necessary for the research, development, manufacture or sale of IL-10 Products, and (z) Know-How that is an Excluded Asset (the Know-How described in this sentence that does not fall into any of (x), (y) or (z), the "Later-Identified Know-How"), then Avigen will promptly provide Notice to Genzyme of such item of Later-Identified Know-How and such item of Later-Identified Know-How will, effective upon such notice, automatically be deemed included in the Gene Therapy Listed Know-How and retroactively assigned to Genzyme in accordance with the assignment of Gene Therapy Listed Know-How provided for in this Section 2.1.

Effective as of the Effective Date, Avigen hereby grants Genzyme an exclusive (even as to Avigen) license under the Avigen Related Know-How, to make, have made, use, sell, offer for sale and import Products throughout the world. Such license shall be fully and freely sublicenseable one (1) or more times through one (1) or more tiers of sublicensees without Avigen's consent, provided, however, that this license and the definition of Avigen Related Know-How do not obligate Avigen to disclose any Avigen Related Know-How to Genzyme.