

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ligand Pharmaceuticals Incorporated		10/25/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Eisai Inc.
<b>Street Address:</b>	100 Tice Boulevard
<b>City:</b>	Woodcliff Lake
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07677
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2249896	ONTAK
Registration Number:	2149626	TARGRETIN
Registration Number:	2464599	
Registration Number:	2464596	TARGRETIN
Registration Number:	2149627	PANRETIN

**CORRESPONDENCE DATA**

Fax Number: (415)393-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415.954.0200  
 Email: trademark@ssd.com  
 Correspondent Name: Caroline H. Mead, Esq.  
 Address Line 1: Squire, Sanders & Dempsey, L.L.P.  
 Address Line 2: One Maritime Plaza, Suite 300  
 Address Line 4: San Francisco, CALIFORNIA 94111-3492

**CH \$140.00 2249896**

ATTORNEY DOCKET NUMBER:	041224.TBA (LIGAND MARKS)
NAME OF SUBMITTER:	Caroline H. Mead
Signature:	/Caroline H. Mead/
Date:	03/20/2008
<p>Total Attachments: 7 source=Ligand US Marks Assignment#page1.tif source=Ligand US Marks Assignment#page2.tif source=Ligand US Marks Assignment#page3.tif source=Ligand US Marks Assignment#page4.tif source=Ligand US Marks Assignment#page5.tif source=Ligand US Marks Assignment#page6.tif source=Ligand US Marks Assignment#page7.tif</p>	

## ASSIGNMENT OF U.S. PRODUCT MARKS

This **ASSIGNMENT OF PRODUCT MARKS** (this "Assignment") is made as of this 25th day of October, 2006, by and among Ligand Pharmaceuticals Incorporated, a Delaware corporation, having principal offices at 10275 Science Center Drive, San Diego, California 92121 ("Seller") and Eisai Inc., a Delaware corporation, having principal offices at Glenpointe Centre West, 5th Floor, 500 Frank W. Burr Boulevard, Teaneck, New Jersey 07666 ("Purchaser"). Each of Seller and Purchaser are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

**WHEREAS**, Seller, Seragen, Inc., a Delaware corporation and wholly-owned subsidiary of Seller, Purchaser, and Eisai Co., Ltd., a Japanese corporation, have entered into that certain Purchase Agreement, dated as of September 7, 2006 (the "Purchase Agreement");

**WHEREAS**, pursuant to the Purchase Agreement, Purchaser wishes to acquire from Seller, and Seller wishes to transfer to Purchaser, the marks set forth on Schedule A, attached hereto and made part hereof (collectively, the "Product Marks"), including the registrations and applications set forth on Schedule A and the goodwill of the business associated with and symbolized by the Product Marks; and

**WHEREAS**, Seller has adopted and used in the United States the Product Marks.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Assignment, and for the sum of ten U.S. Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meanings set forth in the Purchase Agreement.
2. Conveyance and Acceptance of Product Marks. Seller hereby assigns, transfers and conveys to Purchaser their entire right, title and interest in and to the Product Marks. Without limitation of the foregoing, Seller hereby assigns, transfers and conveys to Purchaser all registrations and applications in the United States relating to the Product Marks, including, but not limited to, all proceeds, benefits, privileges, causes of action, and remedies relating to the Product Marks, and all goodwill of the business associated with and symbolized by the Product Marks. Purchaser accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Product Marks from and after the date of this Assignment.
3. Further Acts. Seller agrees, at Purchaser's expense, to take such further action and to execute such additional documents as Purchaser may reasonably request to carry out and fulfill the purposes and intent of this Assignment.
4. Miscellaneous.
  - (a) This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(b) This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the law of the State of New York. The Parties hereto agree that any disputes which may arise out of this Assignment which relate to any Party's rights and/or obligations hereunder shall be resolved in accordance with the provisions of Articles XI and XII contained in the Purchase Agreement.

(c) This Assignment may be amended or modified only by a written instrument executed by all of the Parties.

(d) If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, in whole or in part, such determination shall not affect or impair the validity or enforceability of any other provision, covenant, or restriction, each of which is hereby declared to be separate and distinct, or of the remainder of this Assignment.

(e) This Assignment may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Parties. Delivery of an executed counterpart or a signature page of this Agreement or any amendment hereto by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart hereof.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.



LIGAND PHARMACEUTICALS  
INCORPORATED

By: [Signature]  
Name:  
Title:

SERAGEN, INC.  
By: [Signature]  
Name:  
Title:

EISAI INC.

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO U.S. ASSIGNMENT OF PRODUCT MARKS]

\*\*\*\*\*

STATE OF California }  
                                  } SS  
COUNTY OF San Diego }

On this 23<sup>rd</sup> day of October, 2006, before me personally appeared Henry F. Blissenbach, to me personally known, who, being duly sworn, did say that he/she is the Chief Executive Officer of **LIGAND PHARMACEUTICALS INCORPORATED** and that he/she duly executed the foregoing instrument for and on behalf of **LIGAND PHARMACEUTICALS INCORPORATED** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

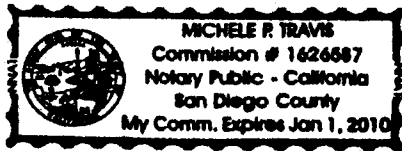
Michele P. Travis  
Notary Public



STATE OF California }  
                                  } SS  
COUNTY OF San Diego }

On this 23<sup>rd</sup> day of October, 2006, before me personally appeared Warner R. Broadus, to me personally known, who, being duly sworn, did say that he/she is the Secretary of **SERAGEN, INC.** and that he/she duly executed the foregoing instrument for and on behalf of **SERAGEN, INC.** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Michele P. Travis  
Notary Public



TRADEMARK

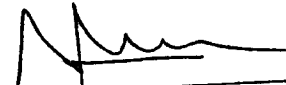
REEL: 009744 FRAME: 0225

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

**LIGAND PHARMACEUTICALS  
INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:

**EISAI INC.**

By:  \_\_\_\_\_  
Name: **Alexander Scott**  
Title: **Vice President, Business  
Development**

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. PRODUCT MARKS]

**TRADEMARK**

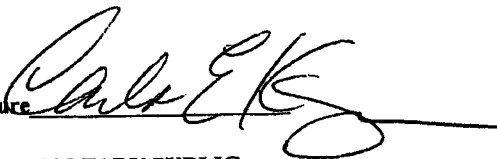
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State of New Jersey

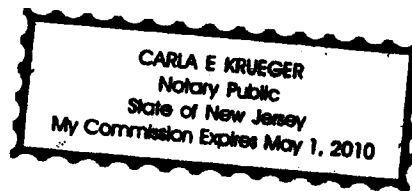
County of Bergen

Subscribed and sworn to (or affirmed) before me on this 23 day of October, 20 06, by Alan Scott, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature 

NOTARY PUBLIC





**SCHEDULE A**  
**PRODUCT MARKS**

<b>Mark</b>	<b>Registration No. / Application No.</b>	<b>Status</b>
ONTAK	Reg. No. 2,249,896	Registered
ONZAR	App. No. 75/898918	Abandoned
ONZAR	App. No. 78/588,711	Allowed
PANRETIN	Reg. No. 2,149,627	Registered
TARGRETIN	Reg. No. 2,149,626	Registered
TARGRETIN	Reg. No. 2,464,599	Registered
TARGRETIN	Reg. No. 2,464,596	Registered