

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
1618/201

102304855

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Aurora Biosciences Corporation
11-14-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PanVera LLC
Internal
Address: Discovery Center
Street Address: 501 Charmany Drive
City: Madison State: Wisconsin Zip: 53719

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability co.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 7/1/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
~~76/137,804~~ 76/137,805
76/281,293 76/281,294

B. Trademark Registration No.(s)
2,386,908 2,545,174 2,575,217
2,579,833 2,583,327

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jennifer M. Reynolds
Internal Address: Bromberg & Sunstein LLP
Street Address: 125 Summer Street
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer M. Reynolds *Jennifer M. Reynolds* November 6, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

12/06/2002 DBYRNE 00000086 76137804
01 FC:8521
02 FC:8522

40.00 MP documents to be recorded with required cover sheet information to:
200.00 00 Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into effective as of July 1, 2002 by and between Aurora Biosciences Corporation, a Delaware corporation ("Aurora"), and PanVera LLC, a Delaware LLC ("PanVera").

WHEREAS, Aurora and PanVera are each subsidiaries of Vertex Pharmaceuticals Incorporated engaged in whole or in part in the life sciences tools and services business; and

WHEREAS, Vertex Pharmaceuticals Incorporated has determined to transfer some of the assets and liabilities of Aurora's tools and services business to PanVera;

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Assets. Subject to the terms and conditions of this Agreement, Aurora hereby assigns, transfers and delivers to PanVera and PanVera hereby accepts from Aurora all of the assets of Aurora set forth on Exhibit A to this Agreement (the "Acquired Assets").
2. Assumption of Liabilities. Subject to the terms and conditions of this Agreement, Aurora hereby assigns, transfers and delivers to PanVera and PanVera hereby assumes the liabilities set forth on Exhibit A to this Agreement, including the obligation to perform under each of the contracts and other agreements set forth on Exhibit A (the "Assumed Liabilities").
3. Consents. To the extent that any transfer or assignment of any license, lease, purchase order, commitment or right to be transferred and assigned to PanVera as provided in this Agreement shall require the consent of the other party thereto or of any other person or governmental or other authority, this Agreement shall not constitute an agreement to assign the same if any attempted assignment would constitute a breach therefor or have any other adverse effect thereon. Aurora, for itself and its permitted successors and assigns, agrees to use reasonable efforts to obtain and deliver the consent of the other parties and the approvals of other person or authorities, to the extent necessary, to the assignment of all such licenses, leases, purchase orders, commitments, or rights to PanVera. If such consent or approval is not obtained, Aurora shall act as PanVera's agent in order to obtain for PanVera the benefits thereunder and Aurora shall cooperate with PanVera in a reasonable arrangement to provide for PanVera the benefit under any such licenses, leases, purchase orders, commitments or rights.
4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns, including but not limited to Vertex Pharmaceuticals (San Diego) LLC, a Delaware limited liability company ("Vertex San Diego") which has

entered in to a Plan and Agreement of Merger with Aurora pursuant to which Aurora shall be merged into Vertex San Diego on the date hereof. No party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party; provided, however, that the parties may assign, by operation of law or otherwise, any or all of its rights and interests hereunder to one or more of its affiliates. This Agreement shall be governed by and construed in accordance with the domestic laws of The Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

AURORA BIOSCIENCES CORPORATION

By: Michael G. Wokasch
Michael G. Wokasch, President

PANVERA LLC

By: Michael G. Wokasch
Michael G. Wokasch, President

EXHIBIT A

ASSETS AND LIABILITIES

1. Investments



2. Accounts receivable

- a. Billed accounts receivable set forth on Schedule A.1 hereto
- b. Unbilled accounts receivable set forth on Schedule A.2 hereto
- c. Long-term license receivables in General Ledger account # [REDACTED] set forth on Schedule A.13

3. Property, Inventory, Equipment and Leasehold Interests

- a. All inventory in General Ledger accounts [REDACTED] and [REDACTED] as set forth on Schedule A.3 hereto and associated inventory set forth on Schedule A.14 hereto
- b. Equipment set forth on Schedule A.5 hereto
- c. Computers set forth on Schedule A.9 hereto
- d. Office Equipment and Fixtures set forth on Schedule A.10 hereto
- e. Scientific Equipment set forth on Schedule A.11 hereto

4. Miscellaneous current assets

- a. Employee travel advances in General Ledger account [REDACTED] as set forth on Schedule A.7 hereto
- b. Inventory deposits in General Ledger account [REDACTED] as set forth on Schedule A.8 hereto

5. Agreements set forth on Schedule A.21 hereto6. Trademarks set forth on Schedule A.22 hereto

Schedule A.22
Trademarks

CELLSENSOR
GENEBLAZER
PHOSPHORYLIGHT
UHTS
UHTSS
VIPR
VIVID
WETWARE