

02-14-2003

Docket No.:

213.1175



Tab settings

To the Honorable Commissioner of Patents and Trademarks 102366533

Attached original documents or copy thereof.

1. Name of conveying party(ies): 2-12-03
Elan Pharmaceuticals, Inc.

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Enzon, Inc.

Internal Address: _____

Street Address: 685 Route 202/206

City: Bridgewater State: NJ ZIP: 08807

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 22, 2002

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

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

<u>1,974,363</u>	<u>2,343,611</u>
<u>1,822,261</u>	<u>2,383,056</u>

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sapna Gadhia

Internal Address: _____

Street Address: MUSERLIAN, LUCAS & MERCANTI
600 Third Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

Enclosed
 Authorized to be charged to deposit account

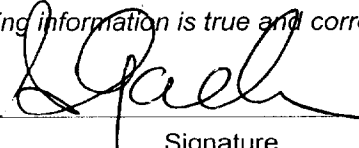
8. Deposit account number: _____

02/13/2003 LMUELLER 00000062 1974363
01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

DO NOT USE THIS SPACE

RECORDS
FEB 12 AM 7:50
FINANCIAL SECTION

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.

Sapna Gadhia  February 5, 2003

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and TRADEMARK

TRADEMARK ASSIGNMENT

(ABELCET®, ABLC®)

United States

This TRADEMARK ASSIGNMENT dated as of November 22, 2002 (the "Assignment"), by and between Elan Pharmaceuticals, Inc., a Delaware corporation, having offices at 800 Gateway Boulevard, South San Francisco, California 94080 ("Assignor") and Enzon, Inc., a Delaware corporation, having its principal offices at 685 Route 202/206, Bridgewater, New Jersey 08804 ("Assignee").

BACKGROUND

A. Assignor's predecessor in interest adopted and used, and Assignor is presently using and is the owner of the entire right, title and interest in and to, the ABELCET, ABLC and CLEAR trademarks registered with the United States Patent and Trademark Office, together with the ABELCET.US, ABLC.US, ABELCET.BIZ and ABELCET.INFO domain names, each of which are used in connection with its pharmaceutical business in the United States, including registrations and applications therefor, identified in Schedule A attached hereto, and all goodwill associated therewith (hereinafter the "Trademarks");

B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks; and

C. Assignor makes this Assignment pursuant to that certain Asset Purchase Agreement (hereinafter the "Purchase Agreement"), dated October 1, 2002, by and among Assignor and Assignee, under which Assignee purchased certain Purchased Assets (as defined therein) from Assignor, including but not limited to the Trademarks and the products therefor.

NOW, THEREFORE, for good and valuable consideration stated in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's and each of its Affiliate's right, title and interest, as of the date hereof, in and to the Trademarks, free and clear of any Encumbrances as defined in the Purchase Agreement (other than Permitted Encumbrances as defined in the Purchase Agreement).

2. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively con-

summate the transactions contemplated hereby and to vest in Assignee good and marketable title to the Trademarks.

3. Assignor, in the Territory, will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any third party in doing the same. Assignor will not challenge, or assist third parties in challenging, Assignee's rights, title and interest in and to the Trademarks.

4. Except as set forth in the Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this Assignment and Assignee shall have no recourse against Assignor therefor.

5. If Assignee elects to record this Assignment or any other document or transfer with the United States Patent and Trademark Office, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

6. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

7. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to its conflicts-of-laws principles.

8. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of NOVEMBER 22, 2002.

ELAN PHARMACEUTICALS, INC.

By: *Lisa Beth F. Murphy*
Name: *Lisa Beth F. Murphy*
Title: *Vice President and Secretary*

ENZON, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT
(ABELCET)-UNITED STATES]

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of November 22, 2002.

ELAN PHARMACEUTICALS, INC.

By: _____
Name:
Title:

ENZON, INC.

By: Eugene V. DeFalice
Name: Eugene V. DeFalice
Title: VP & GC

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT
(ABELCET)-UNITED STATES]

SCHEDULE A

TRADEMARK ASSIGNMENT

Trademark	Reg No./App No.	Country	Date of Registration
ABELCET	Reg No. 1,974,363	United States	May 14, 1996
ABLC	Reg. No. 1,822,261	United States	February 22, 1994
CLEAR	Reg. Nos., 2343611 and 2383056	United States	April 18, 2000 and September 5, 2000

SCHEDULE A