

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertex Pharmaceuticals (San Diego) LLC		12/03/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Aurora Discovery, Inc.
Street Address:	9645 Scranton Road, Suite 140
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2575217	VIPR
Registration Number:	2327015	NANOWELL
Registration Number:	2546120	NANOPLATE
Registration Number:	2588879	HOW FAST DO YOU WANT TO GO?
Registration Number:	2625495	HOW FAST DO YOU WANT TO GO?

CORRESPONDENCE DATA	
Fax Number:	(212)506-5151
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	bbreen@orrick.com
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP
Address Line 1:	666 Fifth Avenue
Address Line 4:	New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	13541/2
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NAME OF SUBMITTER:	Bradford S. Breen
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CH \$140.00 2575217

Total Attachments: 5

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 FOR

**TRADEMARK ASSIGNMENT – Vertex Pharmaceuticals (San Diego) LLC**

**THIS AGREEMENT** (the “Agreement”), is made and entered into this 3rd day of December, 2003 (the “Effective Date”), by and between Vertex Pharmaceuticals (San Diego) LLC, (“Assignor”), a Delaware limited liability company with an address at 11010 Torreyana Road, San Diego, California, and Aurora Discovery, Inc. (“Assignee”), a Delaware corporation with an address at 9645 Scranton Road, Suite 140, San Diego, California, 92121, (each a “Party” and collectively the “Parties”).

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the trademarks, trademark registrations and trademark applications as listed on Schedule A hereto (the “Marks”);

**WHEREAS**, Assignor’s parent corporation, Vertex Pharmaceuticals Incorporated (“Vertex”), and Assignee have agreed by an asset purchase agreement (the “Asset Purchase Agreement”) dated December 3, 2003 by and among Vertex, Aurora Instruments LLC and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks, together with all of the goodwill associated therewith;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Marks, including all common law rights therein and all applications to register and registrations thereof and the good will that they

represent, and all right, title and interest therein, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title in the Marks in Assignee, its successors, assigns and legal representatives or nominees.

4. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose with respect to transfer of ownership of the Marks.

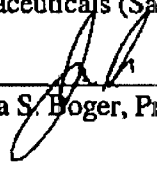
5. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of  
the Effective Date hereof.

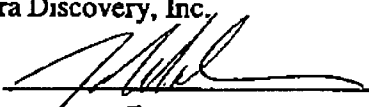
**ASSIGNOR:**

Vertex Pharmaceuticals (San Diego) LLC

By:   
Joshua S. Boger, President

**ASSIGNEE:**

Aurora Discovery, Inc.

By:   
Name: J. Macowski  
Title: President

*JB*  
*PR*

**SCHEDULE A**

**Trademarks**

Auto-VIPR-CA9	VIPR	CA	1,078,634			PUBLISHED	10/ 6/2000
Auto-VIPR-CA10	VIPR	CA	1,078,634			PUBLISHED	10/ 6/2000
Auto-VIPR-EU9	VIPR	EU	1,872,498			OPPOSED	9/26/2000
Auto-VIPR-EU10	VIPR	EU	1,872,498			OPPOSED	9/26/2000
Auto-VIPR-EU42	VIPR	EU	1,872,498			OPPOSED	9/26/2000
Auto-VIPR-JP9	VIPR	JP	2000-111357			PENDING	10/12/2000
Auto-VIPR-JP10	VIPR	JP	2000-111357			PENDING	10/12/2000
Auto-VIPR-US9	VIPR	US	76026,961	2,575,217		REGISTERED	4/17/2000
Auto-VIPR-US10	VIPR	US	76026,961	2,575,217		REGISTERED	4/17/2000

Auto-NWELL-EU9	NANOWELL	EU	660,761	660,761		REGISTERED	10/21/1997
Auto-NWELL-EU10	NANOWELL	EU	660,761	660,761		REGISTERED	10/21/1997
Auto-NWELL-US9	NANOWELL	US	75129,045	2,327,015		REGISTERED	7/ 2/1996
Auto-NIPLAT-CA9	NANOPLATE	CA	1,078,400			ALLOWED	10/12/2000
Auto-NIPLAT-CA10	NANOPLATE	CA	1,078,400			ALLOWED	10/12/2000
Auto-NIPLAT-DE9	NANOPLATE	DE	396 38 449	396 38 449		REGISTERED	9/ 3/199
Auto-NIPLAT-EU1	NANOPLATE	EU	1,898,964			PENDING	10/13/2000
Auto-NIPLAT-EU9	NANOPLATE	EU	1,898,964			PENDING	10/13/2000

RR- [Signature]

Auto-NPLAT-EU10	NANOPLATE	EU	1,898,964		PENDING	10/13/2000
Auto-NPLAT-FI9	NANOPLATE	FI	205,821	205,821	REGISTERED	1/15/1996
Auto-NPLAT-FR9	NANOPLATE	FR	96,640,138	96,640,138	REGISTERED	9/2/1996
Auto-NPLAT-GB9	NANOPLATE	GB	2,108,962	2,108,962	REGISTERED	9/2/1996
Auto-NPLAT-JP9	NANOPLATE	JP	2000-110527		PENDING	10/10/2000
Auto-NPLAT-JP10	NANOPLATE	JP	2000-110527		PENDING	10/10/2000
Auto-NPLAT-US9	NANOPLATE	US	76,028,478	2,546,120	REGISTERED	4/17/2000
Auto-NPLAT-US10	NANOPLATE	US	76,028,478	2,546,120	REGISTERED	4/17/2000
Auto-HFAST-EU5	HOW FAST DO YOU WANT TO GO?	EU	1,275,452	1,275,452	REGISTERED	8/11/1999
Auto-HFAST-EU9	HOW FAST DO YOU WANT TO GO?	EU	1,275,452	1,275,452	REGISTERED	8/11/1999
Auto-HFAST-EU10	HOW FAST DO YOU WANT TO GO?	EU	1,275,452	1,275,452	REGISTERED	8/11/1999
Auto-HFAST-EU42	HOW FAST DO YOU WANT TO GO?	EU	1,275,452	1,275,452	REGISTERED	8/11/1999
Auto-HWF-US1	HOW FAST DO YOU WANT TO GO?	US	75,643,661	2,588,879	REGISTERED	2/19/1999
Auto-HWF-US42	HOW FAST DO YOU WANT TO GO?	US	75,673,100	2,625,496	REGISTERED	4/2/1999
Auto-HFAST-US5	HOW FAST DO YOU WANT TO GO?	US	75,643,661	2,588,879	REGISTERED	2/19/1999
Auto-HFAST-US9	HOW FAST DO YOU WANT TO GO?	US	75,643,661	2,588,879	REGISTERED	2/19/1999
Auto-HFAST-US10	HOW FAST DO YOU WANT TO GO?	US	75,643,661	2,588,879	REGISTERED	2/19/1999