

TRADEMARK ASSIGNMENT

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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
Weston Medical Limited		08/14/2003	Corporation in administration:

RECEIVING PARTY DATA	
Name:	Aradigm Corporation
Street Address:	3929 Point Eden Way
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2173356	INTRAJECT

CORRESPONDENCE DATA	
Fax Number:	(415)434-3947
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-774-2953
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Correspondent Name:	Michelle Kahn, Esq.
Address Line 1:	4 Embarcadero Center
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Address Line 4:	San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	037W-105465
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NAME OF SUBMITTER:	Alexandra Echery
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Total Attachments: 5
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THIS AGREEMENT is made on 14th August 2003 between the following parties

- (1) **WESTON MEDICAL GROUP PLC**, in administration, with registered number 3904994, whose registered office is at Aquis Court, 31 Fishpool Street, St Albans, AL3 4RF ("PLC") acting by its administrators Allan Watson Graham and Jane Bronwen Moriarty both licenced insolvency practitioners of KPMG LLP (the "Administrators")
- (2) **WESTON MEDICAL LIMITED**, in administration, with registered number 2865476, whose registered office is at Aquis Court, 31 Fishpool Street, St Albans, AL3 4RF ("Limited") (Limited and PLC, together the "Assignor") acting by its administrators Allan Watson Graham and Jane Bronwen Moriarty both licenced insolvency practitioners of KPMG LLP
- (3) **THE ADMINISTRATORS** in their respective capacities as Administrators of the Sellers
- (4) **ARADIGM CORPORATION** a corporation established under the laws of the state of California, having its principal place of business at 3929 Point Eden Way, Hayward, California, CA 94545 (the "Assignee")

BACKGROUND

- (A) By orders of the Chancery Division of the High Court dated 28 February 2003 in proceedings number 1422 and 1423 of 2003 it was ordered that the Administrators be appointed joint administrators of the Sellers, with power to act either jointly or severally, for the purposes set out in the orders (the "Administration").
- (B) The Assignor is the proprietor of the trade marks registered or the subject of applications for registration in the countries listed in the Schedule to this Agreement ("Trade Marks")
- (C) The parties entered into an agreement for sale of certain assets including the Patents on 12 May 2003 ("Asset Purchase Agreement").
- (D) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in the Asset Purchase Agreement and this Agreement.

1. AGREED TERMS

- 1.1 In return for the Consideration as set out in clause 6 of the Asset Purchase Agreement (receipt of which is hereby acknowledged) the Assignor hereby assigns to the Assignee all right title and interest as the Assignor has in the following:
 - 1.1.1 the Trade Marks;
 - 1.1.2 the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee; and
 - 1.1.3 any common law rights and all the goodwill attaching to the Trade Marks.

- 1.2 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
- 1.3 The Assignor hereby covenants with the Assignee that Assignor will at the expense of the Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned.
- 1.4 This assignment shall be governed by and construed in accordance with the laws of England. The parties hereto submit to the exclusive jurisdiction of the English courts.
- 1.5 Expressions defined in the Asset Purchase Agreement shall have the same meaning in this Agreement (unless the context otherwise requires or a term is redefined or amended in this Agreement).
- 1.6 The schedules form part of this Agreement and shall be construed and shall have the same full force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the schedules.
- 1.7 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

THIS AGREEMENT has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

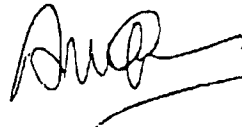
SIGNED BY Allan Watson Graham)
for and on behalf of)
Weston Medical Group Plc)
in administration as its agent and)
without personal liability) (Administrator)



SIGNED BY Allan Watson Graham)
for and on behalf of)
Weston Medical Limited)
in administration as its agent and)
without personal liability) (Administrator)



SIGNED BY Allan Watson Graham)
for and on behalf of)
ADMINISTRATORS solely for the)
purpose of obtaining the benefit of)
the provisions of this Agreement in)
the Administrators' favour) (Administrator)



SIGNED BY Tom Chesterman)
for and on behalf of)
Aradigm Corporation) (Senior Vice President and Chief Financial
Officer)



SCHEDULE
TRADE MARKS

Trade Mark	Reference No.	Country	Application No.	Application Date	Registration No.	Registration Date	Class	Subclass
INTRAJECT (Series of 2)	T1563450	United Kingdom	1563450	24-Feb-94	1563450	24-Feb-94	10	
Helical Logo	T33759AU	Australia	850190	13-Sep-00	850190	20-Jul-01	5	10
Helical Logo	T33759DR	Brazil	823189309	28-Sep-00			5	
Helical Logo	T33759BR-01	Brazil	823189317	28-Sep-00			10	
Helical Logo	T33759CA	Canada	1075548	19-Sep-00			5	10
Helical Logo	T33759CH	Switzerland	10901/2000	12-Sep-00	485044	29-May-01	5	10
Helical Logo	T33759CN	China	2000171752	7-Nov-00			5	
Helical Logo	T33759CN-01	China	2000171753	7-Nov-00			10	
Helical Logo	T33759EM	European Community	1864438	30-Aug-00	1864438	31-Aug-01	5	10
Helical Logo	T33759GB	United Kingdom	2244019	30-Aug-00	2244019	30-Aug-00	5	10
Helical Logo	T33759IL	Israel	142054	14-Sep-00	142054	4-Mar-02	5	
Helical Logo	T33759IL-01	Israel	142055	14-Sep-00	142055	12-Nov-01	10	
Helical Logo	T33759IN	India	955737	13-Sep-00			5	
Helical Logo	T33759IN-01	India	955736	13-Sep-00			10	
Helical Logo	T33759JP	Japan	2000-131951	8-Dec-00	4535244	11-Jan-02	5	10
Helical Logo	T33759KR	Korea, Republic of (South)	40-2000-59981	29-Dec-00			5	10
Helical Logo	T33759MX	Mexico	450765	3-Oct-00	728213	13-Dec-01	5	
Helical Logo	T33759MX-0	Mexico	450766	3-Oct-00	725438	30-Nov-01	10	
Helical Logo	T33759NZ	New Zealand	622989	12-Sep-00	622989	15-Mar-01	5	
Helical Logo	T33759NZ-01	New Zealand	622990	12-Sep-00	622990	15-Mar-01	10	
Helical Logo	T33759PK	Pakistan	166065	13-Sep-00			5	
Helical Logo	T33759PK-01	Pakistan	166063	13-Sep-00			10	
Helical Logo	T33759TW	Taiwan	8954686	21-Sep-00			5	
Helical Logo	T33759TW-01	Taiwan	(89) 054687	21-Sep-00	950258	16-Jul-01	10	
Helical Logo	T33759US	United States of America	76/157100	31-Oct-00			5	10
Helical Logo	T33759ZA	South Africa	2000/18590	19-Sep-00			5	
Helical Logo	T33759ZA-01	South Africa	2000/18591	19-Sep-00			10	
WESTON	T33863CA	Canada	1081477	3-Nov-00			10	
WESTON	T33863CN	China	2000130118	25-Aug-00	1693986	7-Jan-02	10	
WESTON	T33863EM	European Community	1822907	23-Aug-00	1822907	22-Nov-02	10	
WESTON	T33863ID	Indonesia	D0020010375 13772	23-Feb-01			10	
WESTON	T33863IN	India	950420	28-Aug-00			10	
WESTON	T33863JP	Japan	2000-93982	25-Aug-00	4533078	28-Dec-01	10	

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Mark	Applicant No.	Country	Application No.	Application Date	Registration No.	Registration Date	Class
WESTON	T33863MX	Mexico	444485	28-Aug-00	690954	27-Mar-01	10
WESTON	T33863US	United States of America	76/117348	25-Aug-00			10
WESTON	T33863ZA	South Africa	2000/16942	25-Aug-00			10
INTRAJECT	T33864CA	Canada	795927	27-Oct-95			10
INTRAJECT	T33864CA-01	Canada	1158948	25-Oct-02			10
INTRAJECT	T33864CN	China	2000130117	25-Aug-00	1693987	7-Jan-02	10
INTRAJECT	T33864EM	European Community	273474	14-Jun-96	273474	14-Jun-96	10
INTRAJECT	T33864ID	Indonesia	D0020010375 0-3771	23-Feb-01			10
INTRAJECT	T33864IN	India	950419	28-Aug-00			10
INTRAJECT	T33864JP	Japan	128499/1996	14-Nov-96	4230559	14-Jan-99	10
INTRAJECT	T33864JP-01	Japan	34166/1981	27-Apr-81	1709981	28-Aug-84	10
INTRAJECT	T33864MX	Mexico	443649	23-Aug-00	1729719	15-Jan-02	10
INTRAJECT	T33864US	United States of America	75/012805	31-Oct-95	2173356	14-Jul-98	10
INTRAJECT	T33864ZA	South Africa	95/13792	17-Oct-95	95/13792	17-Oct-95	10
Intraject	T33978DE	Germany	885935	29-Sep-71	885935	29-Sep-71	10
Intraject	T33978WO	International (Madrid Union)	386181	29-Jan-92			
INTRAJECT	T34002CN	China	950148195	24-Nov-95	1000596	7-May-97	10
Intraject	T34002ID	Indonesia		9-Aug-96	393073	24-Sep-97	10
INTRAJECT (stylized)	T34002JP	Japan	125581/1995	4-Dec-95	4215288	27-Nov-98	10
INTRAJECT	T34002MX	Mexico	294821	13-May-97	551701	26-Jun-97	10
INTRAJECT IN CHINESE CHARACTERS	T34003CN	China	9800015045	24-Feb-98	1277097	21-May-99	10
INTRAJECT (Series of 2)	T34068IN	India	686342	10-Nov-95			10

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RECORDED: 07/15/2004

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