

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coulter Pharmaceutical, Inc.		12/31/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SmithKline Beecham Corporation		
<b>Street Address:</b>	One Franklin Plaza		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76175390	BEXXAR	
<b>Registration Number:</b>	2482631	BEXXAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)270-4440		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	610-270-4471		
<b>Email:</b>	teresa.h.anzalone@gsk.com		
<b>Correspondent Name:</b>	Teresa H. Anzalone/GlaxoSmithKline		
<b>Address Line 1:</b>	709 Swedeland Road		
<b>Address Line 2:</b>	UW2221		
<b>Address Line 4:</b>	King of Prussia, PENNSYLVANIA 19406		
<b>NAME OF SUBMITTER:</b>	Kathryn M. Zukowski		
<b>Signature:</b>	/kmtz/		
<b>Date:</b>	01/27/2005		

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Total Attachments: 5

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment") is made by Corixa Corporation, a Delaware corporation ("Corixa"), and Coulter Pharmaceutical, Inc., a Delaware corporation and wholly-owned subsidiary of Corixa ("Coulter" and, together with Corixa the "Assignors" and each individually, an "Assignor"), to SmithKline Beecham Corporation (doing business as GlaxoSmithKline), a Pennsylvania corporation (the "Assignee"). Collectively, the Assignors and the Assignee are referred to as the "Parties."

### RECITALS

WHEREAS, each of the Assignors and the Assignee has entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of December 12, 2004, pursuant to which the Assignee will purchase from the Assignors and the Assignors will sell to the Assignee all of the Assignor's right, title and interest in and to the Bexxar therapeutic regimen, together with certain assets related thereto, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, each of the Assignors desires to assign its entire right, title and interest in and to each of the Transferred Trademarks (as listed in Annex A hereof) to the Assignee;

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Assignment.

Each of the Assignors, either individually or jointly, as set forth in the Asset Purchase Agreement, hereby assigns, transfers, grants, sells, and otherwise conveys to the Assignee, its successors, legal representatives and assigns, its entire right, title, and interest in and to the Transferred Trademarks, including all statutory and common law rights therein and all applications to register therefor, including the applications and registrations identified on Annex A hereof, and including any and all renewals and extensions of the Transferred Trademarks, free and clear of all Liens, except (a) for Liens created by or imposed on the Buyers after the Closing through no act or fault of the Sellers and (b) as otherwise provided on Schedule 4.4 of the Sellers Disclosure Memorandum, together with the good will of the business symbolized by and associated with the Transferred Trademarks, including all claims for damages, profits or recoveries by reason of past infringements of the Transferred Trademarks and the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of their successors, assigns, and other legal representatives.

2. General.

(a) This Trademark Assignment is being delivered in connection with the Asset Purchase Agreement and is subject to, and is entitled to the benefits in respect of, the Asset

Purchase Agreement. The Assignor agrees that the Transferred Trademarks are to be held and enjoyed by the Assignee, its successors and assigns, for their own use as fully and entirely to the same extent as the Transferred Trademarks would have been held and enjoyed by Assignor had this assignment not been made.

(b) Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Transferred Trademarks. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign and deliver all certificates, instruments, papers and documents, make all lawful affidavits, testimonies, declarations and oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Transferred Trademarks to the Assignee. The Assignee may record this Trademark Assignment in any and all trademark offices around the world, including but not limited to, the United States Patent and Trademark Office.

(c) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to, and record in the name of, the Assignee, any and all registered trademarks of the United States arising from such Transferred Trademarks for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

(d) This Patent Assignment shall be binding upon and inure to the benefit of the Assignors and the Assignee and to their respective successors and assigns.

(e) This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

(f) All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

3. **Power of Attorney.** Effective as of the date hereof, Coulter hereby constitutes and appoints the Assignee and its successors, assigns and agents, as Coulter's true and lawful attorney-in-fact, with full power of substitution, in the name of Coulter and its successors and assigns, and for the benefit of Coulter or the Assignee: (i) to demand and receive from time to time any and all of the Transferred Trademarks and to give and make receipts, releases and endorsements for and in respect of the same or any part thereof; (ii) to make any and all necessary or appropriate filings with any applicable governmental or regulatory body in order to evidence the transfer of the Transferred Trademarks to the Assignee; (iii) to institute, prosecute, compromise and settle any and all actions or proceedings at law, in equity or otherwise as the Assignee may deem necessary or appropriate in order to assert or enforce any claim, right or title of any kind in, to or under any of the Transferred Trademarks; (iv) to defend, compromise or settle any and all actions or proceedings with respect to any of the Transferred Trademarks; and (v) to do all such acts and things with respect to the matters set forth in the preceding clauses (i) through (v) as the Assignee shall deem reasonably necessary or appropriate. Coulter hereby agrees that the appointment made pursuant to this Section 3 and the powers hereby granted are coupled with an interest and are and shall be irrevocable.

4. **Assignee Has No Duty.** The powers conferred on Assignee hereunder are solely to protect its interest in the Transferred Trademarks and shall not impose any duty on it to exercise any such powers.

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, this agreement has been duly executed and delivered by a duly authorized officer of each of the Assignors as of December 31, 2004.

**ASSIGNORS:**

**CORIXA CORPORATION**

By: [Signature]  
Name: STEVE JULLIS  
Title: COO

**COULTER PHARMACEUTICAL, INC.**

By: [Signature]  
Name: STEVE JULLIS  
Title: President

SUBSCRIBED AND SWORN TO before me this 31st day of December, 2004.



Marc R. Greenough  
NOTARY PUBLIC in and for the State of  
Washington, residing at  
Seattle

My Commission Expires: Sept. 9, 2005

Annex A

Transferred Trademarks:

Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Renewal Date
BEXXAR	Australia	9/22/97	744543	7/15/99	744543	Registered	9/22/07
BEXXAR	Canada	9/17/97	856,386			Allowed	
BEXXAR	Mexico	9/22/97	308232	4/28/03	788294	Registered	9/22/07
BEXXAR	Norway	9/22/97	19977655	7/22/99	198546	Registered	7/22/09
BEXXAR	New Zealand	9/22/97	282594	3/20/97	282594	Registered	3/20/14
BEXXAR	Switzerland	9/22/97	7617/1997	9/22/97	450381	Registered	9/22/07
BEXXAR	U.S.	3/20/97	75/260,610	8/28/01	2,482,631	Registered	8/28/11
BEXXAR and Design <del>BEXXAR</del>	Canada	4/13/04	1,213,082			Pending	
BEXXAR and Design <del>BEXXAR</del>	U.S.	11/30/00	76/175,390			Allowed	
BEXXAR	South Africa	9/22/97	97/14450	8/8/00	97/14450	Registered	9/22/07