

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Aktiengesellschaft		03/29/2005	JOINT STOCK COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2802294		
Registration Number:	2882977		
CORRESPONDENCE DATA			
Fax Number:	(412)778-4432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 777-4860		
Email:	BayerTrademarkUS@bayer.com		
Correspondent Name:	Jeffrey M. Gitchel		
Address Line 1:	100 Bayer Road		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15205		
NAME OF SUBMITTER:	Jeffrey M. Gitchel		
Signature:	/Jeffrey M. Gitchel/		
Date:	05/25/2005		

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Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) dated as of March 29, 2005 (the “Effective Date”), is by and between Bayer AG, a joint stock corporation organized under the laws of Germany (“Assignor”) and Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 (“Assignee”).

In the Joint Contribution Agreement dated as of December 10, 2004 by and among Assignee, NPS Bio Holdings, LLC, a limited liability company organized under the laws of the state of Delaware (“NPS”), and NPS Biotherapeutics, Inc., a corporation organized under the laws of the state of Delaware (the “Contribution Agreement”), Assignee has agreed to transfer or to cause one or more of its Affiliates to transfer certain assets specified in the Contribution Agreement by execution of one or more Assignment and Assumption Agreements and one or more transfer documents. This Assignment is to effect transfer of certain assets specified in the Contribution Agreement to Assignee for subsequent transfer in accordance with the Contribution Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of one dollar (\$1.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Effective as of the Effective Date, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all of its right, title and interest in and to the trademarks, trademark registrations and applications for trademark registration listed in the attached Schedule 1A together with all goodwill associated therewith (collectively, the “Trademarks”) together with any extension, modification or renewal thereof (all collectively, the “Trademark Rights”).

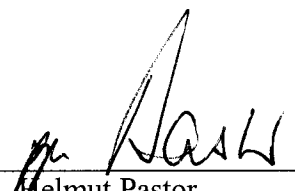
2. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BAYER AG

By


Name: Helmut Pastor
Title: Law and Patents - Head
of Trademarks
Authority: Prokura

BAYER HEALTHCARE, LLC

By


Name:
Title:

Schedule 1A: Trademarks and Trademark Applications

Exhibit A

Registered Owner i.e. Entity in whose name the trademark is registered in the relevant country	Status of Record Title	Country	Trademark	Classes	App. No./ App. Date	Reg. No./ Reg. Date	Status	Next Renewal
Bayer AG	Assigned to Bayer HealthCare LLC	Israel	HAPPY MAN LOGO	5	155410 19-Feb-2002	155410 03-Apr-2003	REG	19-Feb-2009
Bayer AG	Assigned to Bayer HealthCare LLC	Mexico	HAPPY MAN LOGO	5	538213 13-Mar-2002	745741 30-Apr-2002	REG	13-Mar-2012
Bayer AG	Assigned to Bayer HealthCare LLC	New Zealand	HAPPY MAN LOGO	5	652772 20-Feb-2002	652772 07-Oct-2002	REG	20-Feb-2009
Bayer AG	Assigned to Bayer HealthCare LLC	Peru	HAPPY MAN LOGO	5	146796-2002 07-Mar-2002	00081726 12-Jul-2002	REG	12-Jul-2012
Bayer AG	Assigned to Bayer HealthCare LLC	Taiwan	HAPPY MAN LOGO	5	91-6510 21-Feb-2002	1020279 01-Nov-2002	REG	31-Oct-2012
Bayer AG	Assigned to Bayer HealthCare LLC	United States of America	HAPPY MAN LOGO	16,41,44	78/151742 07-Aug-2002	2882977 07-Sep-2004	REG	7-Sep-2014
Bayer AG	Assigned to Bayer HealthCare LLC	United States of America	HAPPY MAN LOGO	5	78/151737 07-Aug-2002	2802294 06-Jan-2004	REG	6-Jan-2014
Bayer AG	Assigned to Bayer HealthCare LLC	Venezuela	HAPPY MAN LOGO	5	3038-2002 28-Feb-2002	Unknown 10-Nov-2004	PEN	10-Nov-2014
Bayer AG	Assigned to Bayer HealthCare LLC	WIPO = IR in:	HAPPY MAN LOGO	5	not applicable	780592 18-Apr-2002	REG	18-Apr-2012
Bayer AG	Assigned to Bayer HealthCare LLC	Switzerlan d	HAPPY MAN LOGO	5	not applicable	780592 18-Apr-2002	REG	18-Apr-2012
Bayer AG	Assigned to Bayer HealthCare LLC	Iceland	HAPPY MAN LOGO	5	not applicable	780592 18-Apr-2002	REG	18-Apr-2012
Bayer AG	Assigned to Bayer HealthCare LLC	Japan	HAPPY MAN LOGO	5	not applicable	780592 18-Apr-2002	REG	18-Apr-2012
Bayer AG	Assigned to Bayer HealthCare LLC	Norway	HAPPY MAN LOGO	5	not applicable	780592 18-Apr-2002	REG	18-Apr-2012
Bayer AG	Assigned to Bayer HealthCare LLC	European Union	LUNGE MIT WELLE	5	002311595 23-Jul-2001	002311595 29-Nov-2002	REG	23-Jul-2011