TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UCP Gen-Pharma AG		12/23/2003	COMPANY: SWITZERLAND

RECEIVING PARTY DATA

Name:	Canyon Pharmaceuticals, Inc.
Street Address:	100 West Road
Internal Address:	Suite 300
City:	Towson
State/Country:	MARYLAND
Postal Code:	21204
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78085662	IPRIVASK

CH $40.00 78085662

CORRESPONDENCE DATA

Fax Number: (973)597-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-597-2500
Email: vignacio@lowenstein.com
Correspondent Name: Vanessa A. Ignacio, Esq.
Address Line 1: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	20550-2
NAME OF SUBMITTER:	Vanessa A. Ignacio
Signature:	/Vanessa A. Ignacio/
Date:	05/15/2007

Total Attachments: 20
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EXCLUSIVE LICENSE AGREEMENT

This Agreement is effective as of December 23, 2003 (the "Effective Date") by and between UCP Gen-Pharma AG, Talstrasse 82, CH-8002 Zurich, a company organized under the laws of Switzerland and having its principal office at Anwaltskanzlei B. Brand, General Guisan-Quai 36, CH-8002 Zurich (hereinafter referred to as Licensor") and Canyon Pharmaceuticals, Inc., a corporation organized under the laws of Maryland, U.S.A., and having its principal offices at 100 West Road, Suite 300, Towson, Maryland 21204, USA (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor owns certain patent rights and know-how relating to the recombinant hirudin compound desirudin, having the trademarks REVASC® and IPRIVASK (the "Trademarks");

WHEREAS Licensor licensed its rights in the Licensed Rights (defined below) to Ciba-Geigy AG, a predecessor company to Novartis Pharma AG ("Novartis") in May, 1981, with subsequent amendments and additions (the "UCP/Novartis License Agreement");

WHEREAS in 1998 Novartis sub-licensed certain of those rights to Rhone Poulenc Rorer, Inc., now known as Aventis Inc.("Aventis") (the "Novartis/Aventis Agreement");

WHEREAS the Termination Date pursuant to the Termination Agreement, dated as of 14 May 2002 respecting the Licensed Rights, between Licensor and Novartis (the "Novartis/UCP Termination Agreement") will be effective as of the Outside Closing Date, provided Novartis shall have certain continuing rights and obligations;

WHEREAS the Termination Date pursuant to the Termination Agreement, dated as of 1 July 2002, between Novartis and Aventis as amended by Termination Agreement Amendment dated 30 June 2003, and by Letter Agreement dated 4 July 2003 respecting certain of the Licensed Rights, (the "Novartis/Aventis Termination Agreement") will be effective as of the Outside Closing Date, provided Aventis will agree to certain rights and obligations;

WHEREAS Novartis has in storage certain finished compounds and materials in process which incorporate the Licensed Rights (the "Existing Materials" as defined below);

WHEREAS Novartis and Aventis have agreed to facilitate the transfer of the Licensed Rights to Licensor or such other licensee(s) as Licensor may designate;

WHEREAS upon conclusion of the foregoing and all the other transactions contemplated hereunder, Licensee shall be named by the United States Food and Drug

Administration as the registrant in a New Drug Approval (NDA) and by the corresponding agencies of Canada, the European Union and other jurisdictions as the registrant of the corresponding applications and approvals in Canada, the European Union and the rest of the world;

WHEREAS Licensee desires to obtain from Licensor a license under the Licensor Patent Rights and Licensor Know-How, each defined below, and Licensee desires for Licensor to facilitate the transfer to Licensee of all the rights in the Licensed Rights as may be held by Novartis and Aventis, in accordance with the terms and conditions set forth herein, so that thereafter the Licensee can make, use and vend the Licensed Products under the Trademarks, or any other name or mark of its choice;

WHEREAS Licensor and Licensee have entered under the date of June 30/July 15 2003 into a binding term sheet and agreement outlining key terms of exclusive license on the subject matter of the present agreement (the "Key Terms");

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained, the parties hereto, intending to be legally bound, hereby agree as follows.

ARTICLE I. DEFINITIONS

Unless specifically provided otherwise, the terms in this Agreement shall have the meaning set forth below:

1.1 "Affiliate" means, with respect to any individual, entity or association, any individual, entity or association that directly or indirectly controls, is controlled by or is under common control with that individual, entity or association.

1.2 "API" means an "Active Pharmaceutical Ingredient", approved by the United States Food and Drug Administration for desirudin under the trademark IPRIVASK, or approved by the EMEA under the trademark REVASC®.

1.3 "Approvals" means all rights and approvals of the appropriate governmental agency or department overseeing the authorization for drug use and sale of the Licensed Products.

1.4 "Commercially reasonable efforts" means those efforts that a business would normally undertake in good faith to achieve a specific result taking into account all relevant circumstances.

1.5 "Existing Materials" means all tangible materials in the possession of Licensor, Novartis and/or Aventis at the Outside Closing Date (as defined in Section 4.9) which is produced by utilizing one or more of the Licensed Rights and which are or are in the process of becoming an API, whether such materials are in process or in final form, including but not limited to those items set forth in SCHEDULE A. Existing Materials

include specifically sufficient quantities of the master cell bank and of the working cell bank for the production of desirudin.

1.6 "Exclusive," respecting the grant of a license, means that no other party or entity, including Licensor, may exercise the rights granted.

1.7 "Knowledge" of a party means that the party does not know or have reason to know that a representation or other statement is not accurate or complete.

1.8 "Licensed Product" means any product that is produced by utilizing one or more of the Licensed Rights, containing the compound desirudin either alone or in combination with one or more other therapeutically active substances, and in all dose forms and storage or package configuration whether sold by prescription, Over-The-Counter or otherwise.

1.9 "Licensed Rights" means, collectively, Licensor Know-How, Licensor Patent Rights and the Trademarks, and shall include all rights to the Approvals.

1.10 "Licensee" means Licensee and its Affiliates.

1.11 "Licensor" means Licensor and its Affiliates.

1.12 "Licensor Know-How" means all information and data, technical information, trade secrets, specifications, instructions, processes, formulae, expertise and information now possessed by Licensor or which may be developed by Licensor hereafter relating to Licensed Product, its manufacture or use, in respect of which Licensor has the right to grant Licensee a license, including but not limited to those items listed in SCHEDULE B. Such Licensor Know-How shall include, without limitation, copies of any NDA or other health registration documents relevant to desirudin filed with the FDA, EMEA or other similar agencies by or on behalf of Licensor.

1.13 "Licensor Patent Rights" means all patents and patent applications (which for all purposes of this Agreement shall be deemed to include certificates of invention, applications for certificates of invention, utility models and extensions of patent durations) throughout the world, covering or relating to desirudin, including any substitutions, extensions, reissues, reexaminations, renewals, divisions, continuations, or continuations-in-part, which Licensor owns or controls, and under which Licensor has the right to grant sublicenses to Licensee, as of the date of this Agreement and thereafter. All current patents and patent applications in the Licensor Patent Rights are listed in SCHEDULE C. Patents and patent applications by Novartis which may relate to Licensed Products and their manufacture and under which Licensor has non-exclusive license and sub-license rights are listed in SCHEDULE D.

1.14 "Net Sales" means the gross invoice price of the Licensed Products, sold by (i) Licensee and/or its Joint Venture (or similar entity to which it is a party) or (ii)

Licensee's sub-licensees to independent third party customers in bona fide, arms-length transactions, after deducting:

(a) trade, quantity, or cash discounts or rebates allowed, given or accrued;

(b) discounts, retroactive price reductions, credits, rebates, allowances, and adjustments;

(c) freight and postage;

(d) custom duties and taxes;

(e) amounts repaid or credited by reason of return of goods, including recall;

(f) amounts resulting from governmental mandated rebated programs;

(g) any other amounts specifically agreed by the parties in writing.

(h) export packaging, if required.

Special discounts made for the purpose of compensating marketing and promotion by such third party customers will not be deducted from Net Sales without specific agreement from Licensor. In case the Licensed Product is sold as a multi-component product and/or the Licensed Rights are transferred and/or sub-licensed to third parties as part of a multi-component product or service without separate invoicing, Net Sales will be based on that portion of the total invoice price for the multi-component product or service that is fairly allocable to the Licensed Rights.

1.15 "Novartis Know-How" means all information and data, technical information, trade secrets, specifications, instructions, processes, formulae, expertise and information presently known to Novartis and its Affiliates relating to desirudin, its manufacture or equipment used and in respect of which Licensor has the right to grant Licensee a license. Novartis Know-How includes, without limitation, copies of any NDA or other health registration documents relevant to desirudin filed with the FDA, EMEA or other similar agencies by or on behalf of Licensor and/or its former licensees and/or sub-licensees, including the process of progressing from a master cell bank and cell lines to an API.

1.16 "Outside Closing Date" means 31 December 2003.

1.17 "Outside Termination Date" means 30 June 2004.

1.18 "Prior License Termination Documents" means those certain letters and agreements between, respectively, Licensor and Novartis and Novartis and Aventis,

each effective as of 31 December 2003, and any related documents there may be, copies of which are attached hereto as SCHEDULE E).

1.19 "Royalty" means the royalty described in Section 3.2.

1.20 "Trademarks" means the registered trademark REVASC®, and the trademark IPRIVASK under application for registration in the United States. The status of registration of the Trademarks is listed in SCHEDULE F.

1.21 "Transferable Materials" mean all Existing Materials except about 5.5kg of desirudin active substance manufactured in 1997 pursuant to a process known to the parties as "process 3.1" which is currently undergoing QC / QA analysis by Novartis and are intended to be sold in France and Germany according to Section 2.1(a) iv. Transferable Materials further do not include bulk finished products manufactured prior to the signing of the Key Terms and in the distribution systems of Aventis and Novartis for sale in Europe

ARTICLE II. SCOPE OF GRANT OF RIGHTS

2.1 Grant of License. Subject to the terms of this Agreement Licensor, upon Closing, hereby grants (hereinafter the "License") to Licensee:

(a) an exclusive worldwide royalty-bearing license, with the right to sub-license, to manufacture, have manufactured, use, and sell (including to export and import) the Licensed Product which specifically includes the following:

i. Patent Rights. An exclusive license of Licensor's Patent Rights listed in SCHEDULE C hereto, to make, have made, use and sell the Licensed Product.

ii. Licensor Know-How. The exclusive license of Licensor Know-How.

iii. Trademarks.

A. An exclusive license of Licensor's right, title and interest in the Trademarks, subject to Licensor's right to monitor the quality of goods sold in connection with the Trademarks.

B. Licensor shall file for trademarks in those countries in Europe reasonably requested by Licensee, which trademarks shall be considered Trademarks pursuant to this Agreement. Licensor shall maintain the Trademarks. Licensor shall, or shall direct its agents to, provide Licensee with copies of all substantive correspondence respecting the maintenance and/or filing of the Trademarks and to provide periodic reports respecting the condition of the maintenance and registration of the Trademarks.

iv. It is understood that Novartis shall be entitled until the Outside Termination Date to continue to manufacture and/or have manufactured finished products from about 5.5kg active substance manufactured in 1997 pursuant to a process known to the parties as "process 3.1". Such finished products shall be only for sale and supply to Aventis who will continue to distribute and sell it in France, and Germany in co-promotion with Novartis Germany.

provided, however, that until the Outside Termination Date, certain of the foregoing Patent Rights under subsection (i) above, Licensor Know-How under subsection (ii) above, and Trademarks under subsection (iii) above, are granted under a non-exclusive license until the Outside Termination Date under the Prior License Termination Documents, as provided in the Prior License Termination Documents;

(b) a non-exclusive worldwide royalty-bearing license, with the right to sub-license, to manufacture, have manufactured, use, and sell (including to export and import) the Licensor's Patent Rights set out in SCHEDULE D.

2.2 Materials Transfer. Licensor assigns to Licensee all of Licensor's right, title and interest, if any, in and to the Transferable Materials. Shipment of such Transferable Material to Licensees stock shall be directly agreed upon between Licensee and Novartis. The parties hereto acknowledge that the Transferable Material has passed expiry date. The agreement between Licensor and Novartis will provide that all use of the master cell bank and the working cell bank for the manufacture of desirudin, outside the scope of Section 2.1(a)(iv), shall require the prior written approval of Licensee.

2.3 Approvals. Licensee shall take over the United States' NDA for the Licensed Product from the present holder, Aventis, on the Outside Closing Date. The Approval for the European Union shall be transferred as to be agreed upon between Licensee and Aventis, taking into account Aventis' and Novartis' need to use the EU Approval for their respective sales in Germany and France as set out in Sec 2.1 (a) iv above. Approvals in the rest of the world shall be transferred at later dates as may be agreed upon between Licensee and Aventis, but not later than the Outside Termination Date. At Licensee's expense, Licensor shall take all steps reasonably required by Licensee to assist Licensee in obtaining the Approvals, including but not limited to advise Novartis and Aventis to convey all Approvals respecting desirudin to Licensee.

ARTICLE III. CONSIDERATION

3.1 Up-Front Payments. In consideration of the License and other rights granted or assigned to the Licensee hereunder, Licensee has paid to Licensor [redacted] promptly upon signing of the Key Terms. In addition, Licensee shall make payments to Licensor of [redacted] per month, due at the end of each calendar month as from the Effective Date of the Key Terms until the earlier of (a) the date that "Closing" occurs under Section 4.1 of this Agreement or (b)

the termination of this Agreement for failure to close, as set forth in Section 4.8 (collectively, the "Up-Front Payments"). Licensor will use the Up-Front Payments solely for the purpose of paying any expenses and covering costs necessary to preserve Licensor Know-How, and to maintain Licensed Patent Rights and Trademarks. Licensor will verify in writing use of the Up-Front Payments as reasonably requested by Licensee. Any amount of Up-Front Funds not specifically used for these purposes shall be credited against the first royalty payments otherwise due by Licensee hereunder. If no Closing (as provided in Section 4.1) occurs, all amounts paid pursuant to this Section 3.1 shall be forfeited by Licensee and remain the property of Licensor.

3.2 Royalty Payments. For any and all rights licensed herein (including Patent Rights, Know-How, Trademarks, Material Transfers and Approvals) Licensee will pay to Licensor royalties at the royalty rates set forth below on aggregate Net Sales reported on a country-by-country basis:

On the first 10 million euros (€10,000,000.00) of worldwide Net Sales in each calendar year, paid two times each year (on or before September 30 and March 31 each year) on the basis of such Net Sales for the preceding 6 months (i.e. the period January 1 through June 30 preceding September 30, and July 1 through December 31 preceding March 31):	5%
On worldwide Net Sales greater than 10 million euros (€10,000,000.00) in each calendar year, paid two times each year (on or before September 30 and March 31 each year) on the basis of such Net Sales for the preceding 6 months (i.e. the period January 1 through June 30 preceding September 30, and July 1 through December 31 preceding March 31):	8%

3.3 Royalty Payment Period. The Royalties set out above will be paid on Net Sales through the earlier of 31st December 2015 or the expiration of the last to expire of U.S. Patents numbered 4,745,177, 5,733,874 and 6,436,901 (the "Initial Royalty Payment Period"). Notwithstanding the foregoing, the parties agree and acknowledge that this Agreement shall not terminate and Licensee's rights hereunder shall not be diminished in any way due to the termination of the Royalty obligations pursuant to this Section 3.3, provided that Licensee pays Licensor one percent (1%) of Net Sales. Such payment is consideration for the residual rights hereunder remaining after the Initial Royalty Payment Period.

3.4 Third Party Royalties. In the event Licensee or Licensor is required to obtain a license from any unaffiliated third party under any patent or other intellectual property right in order to be allowed to manufacture or have manufactured according to the

Novartis Know-How, to use and/or to sell Licensed Products, and is obligated to pay a royalty to such unaffiliated third party or parties in respect of the Licensed Rights, then Licensee and Licensor shall bear the costs of such third party license equally, provided, however, that the royalty income of Licensor from the Net Sales in the country or countries for which a third party license is required shall in no event be reduced to less than 50% of the royalty otherwise due. Subject to said proviso one half of any amount Licensee pays to such third party shall be off-set against any amount of Royalty Licensee is otherwise obligated to pay to Licensor hereunder. The third party licenses under industrial property rights still in force and for which Licensor's prior licensee paid royalties are set out in SCHEDULE G hereto.

3.5 Third Party Generic Competition - Reduction in Royalty. In the event that a generic hirudin (i.e., hirudin products other than REVASC®/IPRIVASK or REFLUDAN®) should obtain an Approval in a country during the Initial Royalty Payment Period in a clinical indication for which any of the Licensed Product is approved, the royalties payable by Licensee on Net Sales in this country will be reduced by 50% (fifty percent) for the remainder of the Initial Royalty Payment Period.

3.6 Reports and Payments. Licensee shall deliver to Licensor with its Royalty Payment, paid by each September 30 and March 31 (a "Reporting/Payment Date"), a written report showing its computation of royalties due under this Agreement on a country-by-country basis for the completed six month period (January through June, or July through December) immediately preceding each Reporting/Payment Date. Simultaneously with the delivery of each such report, Licensee shall tender payment of all amounts shown to be due thereon. The royalty payments and sublicense fees due on sales in currencies other than euros shall be calculated using the appropriate exchange rate for such currency quoted by the Citibank foreign exchange desk on the close of business on the business day immediately preceding the date of such report. All amounts due under Agreement shall be paid to Licensor in euros (€) by wire transfer to an account in a bank designated by Licensor, or in such other form and/or manner as Licensor may reasonably request. During the term of this Agreement, Licensor shall have the right from time to time (not to exceed once during each calendar year), at Licensor's expense to have an independent certified public accountant inspect, as may be necessary to verify Licensee's computation of royalties and sublicense fees due under this Agreement. If the accountant's inspection determines that the Royalties paid are insufficient by more than five percent (5%), Licensor shall reimburse Licensor for all reasonable costs and expenses of the inspection.

ARTICLE IV. CONDITIONS PRECEDENT

4.1 Conditions Precedent to Final Contracts. Except for the obligations (a) to make Up Front Payments in accordance with Article 3.1 above , (b) to keep information confidential in accordance with Article VI and (c) to allow performance of activities reasonably intended to achieve fulfillment of the Conditions Precedent neither party shall have any obligation under this Agreement unless on or before the Outside Closing

Date Licensee certifies to Licensor in writing that each of the following conditions set forth below in this Article IV (the "Conditions Precedent") have been satisfied to the reasonable satisfaction of the Licensee or waived by the Licensee. In the event the Licensee so certifies to the Licensor on or before the Outside Closing Date, then thereupon all of the terms of this Agreement will become effective and binding upon the parties ("the Closing").

4.2 Active Ingredient Manufacturing. The Licensee will have had the opportunity to plan in reasonable detail the transfer to a new site of the active ingredient manufacturing of the Licensed Product, including, if deemed necessary by Licensee, agreeing to the key terms for contract manufacturing services from a contract manufacturer of its choosing.

4.3 Drug Product Manufacturing. The Licensee will have had the opportunity to plan in reasonable detail drug product manufacturing of the Licensed Product, including, if appropriate, agreeing to the key terms for contract manufacturing services from Dr. Madaus or another drug manufacturer selected by Licensee.

4.4 Manufacturing Know-How Transfer. The Licensee will have received written reasonable assurances from Novartis that the know-how necessary for manufacturing the Licensed Product, including transfer of the Novartis Know-How, and transfer of manufacturing to a new site(s) will be made available by Novartis to Licensee and, as appropriate, the contract manufacturers Licensee engages, so that Licensee will have all necessary information and rights to convert a master cell bank and cell lines into a finished product the form of which is the same as sold by Novartis under the Trademarks.

4.5 Market Continuity. If the Licensee so wishes, it will have had reasonable opportunity to agree with (i) Novartis and Aventis upon a strategy for maintaining continued sales of the Licensed Product in Germany, and (ii) with Aventis upon a strategy for maintaining continued sales of the Licensed Product in France. These strategies will include logistical and regulatory considerations related to use of the active ingredient currently in inventory.

4.6 Regulatory Transfer. The Licensee will have agreed with Novartis and Aventis on the terms and conditions of the transfer of all Approvals and regulatory responsibilities worldwide in accordance herewith.

4.7 Trademarks. Licensee will be satisfied that Novartis has or will agree to transfer to Licensor all right, title and interest in and to the Trademarks.

4.8 Ability to Produce and Sell. Licensee will be reasonably satisfied that following Closing, subject to the terms and conditions of this Agreement, Licensee will have all rights (including all patent rights and all know-how) required to produce and sell Licensed Product, without payment of any amounts to any party, except to the extent of the payments that may have to be made to the parties designated under SCHEDULE G hereto.

4.9 Effectiveness of Termination Dates. Licensor, Novartis and Aventis shall have executed the Prior License Termination Documents whereby the UCP/Novartis License Agreement and the Novartis/Aventis Agreements will be terminated as of the Outside Closing Date, except as set forth in Section 2.1(a)(iv) and in the Prior License Termination Documents.

4.10 Timing for Conditions Precedent. Licensee will use commercially reasonable efforts to achieve satisfaction of the Conditions Precedent before the Outside Closing Date. Licensor will support Licensee as reasonably required in satisfying the Conditions Precedent in the timeframe above. If the Conditions Precedent, and therefore Closing does not occur on or before the Outside Closing Date, this Agreement shall be terminated, provided that the obligations set forth in Section 4.1 shall survive such termination, and the Up-Front Payments shall be forfeited as set forth in Section 3.1.

ARTICLE V. COMMERCIALIZATION

5.1 Efforts. Licensee will use commercially reasonable efforts to maximize the commercial potential of the Licensed Product in all markets where the Licensed Product is registered for use.

5.2 Reports. Licensee agrees to prepare and deliver a report twice annually on the status of Research and Development and commercialization efforts with respect to Iprivask and Revasc. These reports will be either in verbal or written form and delivered on a flexible schedule to be agreed by the Licensor and Licensee from time to time.

ARTICLE VI. CONFIDENTIALITY

All confidentiality contracts entered into between Licensee and Licensor, Licensee and Novartis, and between Licensee and Aventis will continue in force as provided therein.

ARTICLE VII. INDEMNIFICATION; RELEASE

7.1 Licensor shall fully cooperate with Licensee in the defense of any claim that the Licensed Rights are invalid or the products to be made using the Licensed Rights infringe another patent or right of a third party other than the ones set out in SCHEDULE G hereto.

7.2 Licensee shall inform Licensor of any infringement of the Licensed Rights within its knowledge. Then Licensee, upon notice to Licensor, may as of right institute proceedings in the name of Licensor under the Licensed Rights to stop the infringement and recover damages and other relief. Licensor agrees to sign all documents reasonably requested by Licensee in connection with Licensee's rights under this Agreement. Licensor shall cooperate with Licensee in the prosecution of any action against any person that infringes any Licensed Right. In the event Licensee does not prosecute an

action against any infringer of a Licensed Right, Licensor may do so at its expense and it will retain any recoveries in connection therewith. In the event Licensor undertakes any such action Licensee shall fully cooperate with Licensor.

7.3 Licensee may deduct from royalty payments due Licensor all expenses incurred by Licensee, including damages and reasonable attorneys fees, paid or to be paid in the defense against any Licensed Right, half of any license fees paid by Licensee to third parties except Affiliates of Licensee or Licensor or its Affiliates in order to produce or sell the Licensed Product provided such deductions do not exceed 50% of royalty payments due to Licensor from time to time for such country or countries in which the infringement is claimed and the balance thereof shall continue to be applied at the same rate to royalties due hereunder.

7.4 Net recoveries received by Licensee from its prosecution of patent infringement claims shall be used (a) first to reimburse Licensor the royalty reductions that Licensee may have made according to Section 7.3 above, (b) second to reimburse Licensee costs and expenses, and (c) third the remainder of the recovery received shall be divided fifty percent (50%) to Licensee and fifty percent (50%) to Licensor. For purposes of this Section 7.4, "net recoveries" means money damages which Licensee receives in satisfaction of any claim or action for infringement of Licensed Rights.

7.5 Licensor shall indemnify Licensee, its customers, and sublicensees from all costs and expenses reasonably incurred by Licensor, including attorneys fees, in connection with a breach of the representations and warranties in Section 10.1, provided, however, that the amount of indemnification shall be limited to the total of amounts that Licensor has received under Section 3.1 hereof and half of the amounts that Licensor has received under Section 3.2 of the present Agreement.

7.6 Licensee shall indemnify Licensor from all costs and expenses reasonably incurred by Licensor including attorneys fees to the extent any claim is based upon a breach of the representations and warranties in Section 10.2 and/or Licensed Products produced and commercially sold by Licensee, and/or its sub-licensees except to the extent any such claim is based on the condition of the materials sold by Aventis and/or Novartis pursuant to Section 2.1(a)(iv) hereof.

ARTICLE VIII. INTELLECTUAL PROPERTY

8.1 Maintenance of Licensor Patent Rights. Licensor shall take steps as reasonably necessary to maintain the Licensor Patent Rights outside of the United States in full force and effect. Licensor and Licensee shall agree on such steps, as often as reasonably necessary, and Licensee shall reimburse Licensor for the costs associated with such steps until royalties first accrue according to Section 3.2 hereabove. With respect to the United States Licensor Patent Rights Licensee shall be empowered and responsible for their maintenance, for the contacts with the United States Patent Office and for all other operational aspects that may come up during the term of this Agreement. Licensee shall bear all the fees, costs and expenditures pertaining to the

above activities. Licensor, however, shall be entitled to withdraw from Licensee at any time the above empowerment and responsibility for valid reasons, namely Licensee's failure to comply with a material obligation in the diligent coordination, enforcement, administration and/or maintenance of the United States Licensor Patent Rights. In such event Licensor shall bear all fees, cost and expenditures incurred from the date of withdrawal.

8.2 Patent Office Proceedings. During the term of this Agreement, Licensor and Licensee shall provide each other with copies of all substantive communications to and from patent offices regarding applications or patents relating to the Licensor Patent Rights promptly after the receipt thereof. Licensor and Licensee will exercise its commercially reasonable efforts to provide each other copies of proposed substantive communications to such patent offices in sufficient time before the due date in order to enable Licensee and Licensor an opportunity to comment to the other on the content thereof. Licensor and Licensee shall carefully consider to incorporate Licensee's comments into any substantive communications.

8.3 Additional Rights. Licensee shall own all intellectual property rights created by Licensee or its sublicensees generated pursuant to Licensee's actions respecting the Licensed Rights, including but not limited to data developed and/or collected by Licensee.

8.4 License Back For Improvements. Licensee herby grants to Licensor, effective upon termination of this Agreement pursuant to ARTICLE IX. (and not effective if termination is pursuant to Section 4.8) a worldwide, royalty-free, non-exclusive license, with the right to grant sublicenses, to use any improvements and modifications Licensee may make according to Section 8.3 above during the term of this Agreement.

ARTICLE IX. TERMINATION

9.1 Termination by Licensee. Licensee may terminate this Agreement at any time prior to the satisfaction of the Conditions Precedent in accordance with Section 4.10 hereof. In such case, any and all payments made or accrued to Licensor will be forfeited by Licensee, and no claims of any kind will be made.

9.2 Termination by Licensor. In the event Licensee's Certificate about Licensee's satisfaction of conditions precedent under Section 4.1 hereof is not delivered by the Outside Closing Date, Licensor may terminate this Agreement. In such case, any and all payments made or accrued to Licensor will be forfeited by Licensee, and no claims of any kind will be made.

9.3 Termination for Breach. Either party may terminate for material breach of contract provided no remedy has been diligently pursued within 60 days of written notification.

9.4 Survival of Obligations. Return of Confidential Information. Notwithstanding any termination of this Agreement, the obligations of the Parties with respect to the

protection and nondisclosure of Confidential Information (ARTICLE VI.) and Indemnification (ARTICLE VII.), as well as any other provisions which by their nature are intended to survive any such termination, shall survive and continue to be enforceable. Upon any termination of this Agreement, each Party shall promptly return to the Party from who it was received all written Confidential Information and all copies thereof received from such Party.

ARTICLE X. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Licensor.

(a) Licensor hereby represents and warrants to Licensee that;

i. Licensor has full right and authority to enter into this Agreement, and the officer of Licensor executing this Agreement has full authority to bind Licensor to this Agreement;

ii. The termination of the UCP/Novartis License Agreement has been agreed upon, and the UCP/Novartis License Agreement will be of no further force and effect after the activities as set out in Section 2.1 (a) iv and the Prior License Termination Documents have been performed, and no rights extend to any party based upon Section 1.2 of the Novartis/UCP Termination Agreement (including its extension) or otherwise. Novartis retains no rights in or to the Licensed Rights pursuant to the Novartis Agreement or otherwise, other than the patent rights listed in SCHEDULE D and certain non-exclusive rights that had been granted to Hoechst AG and taken over by Schering AG in the context of a settlement of a conflict on patents relating to hirudin referenced in SCHEDULE H, as well as the rights set out in Section 2.1(a)(iv) hereto and the Prior License Termination Documents. Licensor has no knowledge of any claim by Aventis that Novartis has not provided all proper notices for the Novartis/Aventis Termination Agreement to be effective in accordance with its terms. Novartis has granted or assigned, or will grant or assign to UCP all rights as set forth in Section 2.3 through 2.6 of the Novartis/UCP Termination Agreement. Licensor has delivered to Licensee true and correct copies of the Novartis/UCP Termination Agreement. Licensor and Licensee, however, recognise that not all the rights set out in Annexes 2 through 6 of the Novartis/UCP Termination Agreement are still valid.

(b) Licensor hereby represents and warrants to Licensee that, to Licensor's Knowledge:

i. Licensor owns or controls for the purpose of this Agreement all rights to the Licensed Rights, and Novartis, Aventis and any third party who may have had rights in the Licensed Rights have relinquished their rights in the Licensed Rights, except certain non-exclusive rights that had been granted to Hoechst AG and taken over by Schering AG in the context of a settlement of a conflict on patents relating to hirudin;

ii. Aventis and/or Novartis and any third party who may have had rights in the Transferable Materials will assign all of their respective rights in the Transferable Materials to Licensee pursuant to Section 2.2;

iii. SCHEDULE C lists all of the patents owned or controlled by Licensor respecting the Licensed Rights, by country, it being understood that licenses under the third party rights listed in SCHEDULE D and SCHEDULE G may be needed for the production of Licensed Products; and there are no other third party rights other than those listed in SCHEDULE D and SCHEDULE G under which licenses are or may be needed for the production of Licensed Product, including the Licensed Product Novartis now produces and sells commercially.

iv. There are no rights held by any party other than Licensor superior to the rights of Licensor in the Licensed Rights which would prevent or restrict Licensee from fully exercising the rights licensed to it herein royalty-free, except the rights set out in SCHEDULE D and SCHEDULE G hereto;

v. Except as disclosed on SCHEDULE G, no royalties are or will be due to any third party respecting any of the Licensed Rights.

Licensor does not make any other representation or warranty. In particular Licensor does not make any representation and warranty with respect to the Existing Materials or the Transferable Materials

10.2 Representations and Warranties of Licensee:

Licensee hereby represents and warrants to Licensor

(a) that Licensee has full right and authority to enter into this Agreement, and the officer of Licensee executing this Agreement has full authority to bind Licensee to this Agreement.

(b) that any sub-licensee or assignee of Licensee duly performs and will duly perform all the obligations hereunder that are sub-licensed or assigned.

10.3 Licensee does not make any other representation or warranty. Neither party hereto shall have claims against the other party based on representations and warranties hereunder if such claims refer to facts, rights, omissions, deficiencies and/or circumstances whatsoever of which it had Knowledge at any time until Closing.

10.4 The representations and warranties of Licensor and Licensee made in this ARTICLE X. shall survive Closing.

ARTICLE XI. MISCELLANEOUS

11.1 Governing Law. The validity and interpretation of this Agreement, future Agreements based on it and the legal relations of the parties to it shall be governed by

the substantive laws of Switzerland without regard to the conflict of law principles thereof.

11.2 Venue. For the purpose of any dispute, which cannot be resolved amicably, the parties hereby irrevocably submit to the exclusive jurisdiction of the ordinary Courts of Basel without restricting any right of appeal.

11.3 Waiver. The waiver by any party of a breach or a default of any provision of this Agreement by any other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such party.

11.4 Notices. Any notice or other communication in connection with this Agreement must be in writing and if by mail, by certified mail, return receipt requested, and shall be effective when delivered to the addressee at the address listed above or such other address as the addressee shall have specified in a notice actually received by the addressor.

11.5 Publications. Licensor and Licensee will not issue any press release referring to this transaction.

11.6 No Agency. Nothing herein shall be deemed to constitute Licensee, on the one hand, or Licensor, on the other hand, as the agent or representative of the other, or as joint venturers or partners for any purpose. Except as otherwise provided in ARTICLE VII. (Indemnification) hereof, neither Licensee, on the one hand, nor Licensor, on the other hand, shall be responsible for the acts or omissions of the other. No party will have authority to speak for, represent or obligate the other party in any way without prior written authority from such other party.

11.7 Entire Agreement. This Agreement and the attachments, schedules and exhibits hereto (which attachments, schedules and exhibits are deemed to be a part of this Agreement for all purposes) contain the full understanding of the parties with respect to the subject matter hereof and supersede all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties.

11.8 Headings. The headings contained in the Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

11.9 Severability. Each provision of this Agreement shall be severable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

11.10 Assignment. No party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other party; provided, however, that each party may assign its rights and obligations hereunder without the prior written

consent of the other party in connection with the sale of all or substantially all of the business or assets of the assigning party relating to the development, manufacture, use, or sale of Licensed Products or relating to the Licensed Rights, provided such party's successor in interest assumes all obligations of such party which assigns its rights hereunder. In the event that either party agrees to negotiate the sale of the Licensed Rights, or the sale of all business or assets including the rights to the Licensed Rights it shall promptly inform the other party thereof and shall consider any comments that such other party may have with respect to the rights and obligations under the present Agreement. Upon request of the informing party the informed party shall keep strictly confidential any information so received.

11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument.

11.12 Force Majeure. No party in this Agreement shall be responsible to the other party for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date first above written.

Canyon Pharmaceuticals, Inc.	UCP Gen-Pharma AG
By: Karl M. Ahrendt	By: B. Brand
Karl M. Ahrendt Name	Anne-Banu Brand Name
Chairman & CEO Title	ode member of board Title
December 23, 2003 Date	December 23, 2003 Date

SCHEDULE F

LIST OF TRADEMARKS

Date : 25.11.2003

PORTFOLIO

Cost center **MATURE PRODUCTS**

Trademark name **REVASC**

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
A.I.P.O.	05	27/11/1992	82002	30/09/1993	32337	Next formality 27-NOV-02
ALGERIA	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
ARGENTINA	05	23/11/1992	1863396	22/08/1995	1572691	Next formality 22-AUG-05
AUSTRALIA	05	18/11/1992	590735	18/11/1992	590735	Next formality 18-NOV-09
AUSTRIA	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
BENELUX	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
BULGARIA	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
CANADA		20/04/1999	1012542			Registration in progress 20-APR-99
CHINA	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
CROATIA	05	07/07/1992	589282	18/06/1993	589282	Next formality 07-JUL-12
CTM	05	01/04/1996	000138065	06/08/1998	000138065	Next formality 06-AUG-03
CUBA	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
CZECH REPUBLIC	05	07/07/1992	589282	17/06/1993	589282	Next formality 07-JUL-12
DEM. REP. OF CONGO	05	23/12/1992	221/EXT/92	23/12/1992	3073/92	Next formality 23-DEC-02
EGYPT	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
FRANCE	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
GUATEMALA	05	02/03/1993	1261/93	21/12/1998	92684	Next formality 21-DEC-08
HAITI	05	23/04/1999	367-U	09/05/2000	359/123	Next formality 09-MAY-10
HONG KONG	05	27/11/1992	18596/92	27/11/1992	03737/94	Next formality 27-NOV-13
HUNGARY	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12

PORTFOLIO

Cost center MATURE PRODUCTS

Trademark name REVASC

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
ICELAND	05	21/04/1999	1073/1999	02/06/1999	613/1999	Next formality 02-JUN-09
INDIA	05	19/11/1992	585211	19/11/1992	585211	Formality in progress 19-NOV-99
INDONESIA	05	02/06/1998	D9809503	18/02/2000	439880	Next formality 02-DEC-07
INTERNATIONAL	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
IRELAND	05	17/11/1992	92/6077	17/11/1992	150056	Next formality 17-NOV-09
ISRAEL	05	18/11/1992	85367	04/01/1995	85367	Next formality 18-NOV-13
ITALY	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
JORDAN	05	08/12/1992	31350	08/12/1992	31350	Next formality 08-DEC-13
KENYA	05	12/01/1993	40316	12/01/1993	40316	Next formality 12-JAN-14
LEBANON	05	13/02/1993	81/40794	13/02/1993	59912	Next formality 13-FEB-08
MACEDONIA	05	07/07/1992	589282	08/10/1993	589282	Next formality 07-JUL-12
MALAYSIA	05	28/11/1992	MA/8374/92	28/11/1992	MA/8374/92	Next formality 28-NOV-09
MOROCCO	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
NEW ZEALAND	05	20/11/1992	223119	20/11/1992	223119	Next formality 20-NOV-13
NIGERIA	05	07/12/1992	TP16312/92	08/12/1992	56340	Next formality 07-DEC-13
PAKISTAN	05	01/12/1992	117997	01/12/1992	117997	Next formality 01-DEC-14
PANAMA	05	25/02/1993	065010	23/06/1995	65010	Next formality 23-JUN-05
POLAND	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
ROMANIA	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
RUSSIAN FED.	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
SAUDI ARABIA	05	19/01/1993	19937	09/12/1993	297/34	Next formality 19-MAY-12
SERBIA and MONTENEGRO	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
SINGAPORE	05	25/11/1992	9037/92	25/11/1992	9037/92	Next formality 25-NOV-12
SLOVAKIA	05	07/07/1992	589282	17/06/1993	589282	Next formality 07-JUL-12

PORTFOLIO

Cost center MATURE PRODUCTS

Trademark name REVASC

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
SLOVENIA	05	07/07/1992	589282	18/06/1993	589282	Next formality 07-JUL-12
SOUTH AFRICA	05	18/11/1992	92/9904	18/11/1992	92/99904	Next formality 18-NOV-12
SPAIN	05	07/07/1992	589282	07/07/1992	589282	Next formality 07-JUL-12
SWITZERLAND	05	26/05/1992	394276	26/05/1992	394276	Next formality 26-MAY-12
THAILAND	05	21/01/1993	240046	21/01/1993	Kor13243	Formality in progress 21-JAN-03
U.S.A.	05			30/04/1996	1971742	Next formality 30-APR-02
UNITED KINGDOM	05	01/06/1992	1502342	01/06/1992	1502342	Next formality 01-JUN-09
VENEZUELA	06	04/12/1992	26580	05/06/1995	26580	Next formality 05-JUN-05

Trademark name REVASC (CHINESE)

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
HONG KONG	05	23/03/1993	02677/93	23/03/1993	7433/94	Next formality 23-MAR-14

Trademark name REVASC (LATIN/KATAKANA)

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
JAPAN	05	24/11/1992	315509/92	30/06/1995	3049142	Next formality 31-MAR-05

Trademark name REVASC (THAI)

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
THAILAND	05	21/01/1993	240047	21/01/1993	Kor13244	Formality in progress 21-JAN-03

NOVARTIS AG

Date : 25.11.2003

PORTFOLIO

Cost center MATURE PRODUCTS

Trademark name IPRIVASK

Country	Classes	Filing date	Filing Number	Registr. date	Regist. nb	Status
U.S.A.	05	26/09/2001	78/085662			Registration in progress 26-SEP-01

NOVARTIS AG