

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
Nabi Biopharmaceuticals		11/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GlaxoSmithKline Biologicals S.A.		
Street Address:	Rue de l'Institut 89		
City:	Rixensart		
State/Country:	BELGIUM		
Postal Code:	1330		
Entity Type:	CORPORATION: BELGIUM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77413260	PENTASTAPH	
Registration Number:	2236907	STAPHVAX	
CORRESPONDENCE DATA			
Fax Number:	(617)310-9390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 439-2634		
Email:	pbaylor@nutter.com		
Correspondent Name:	Peter Nils Baylor		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210-2604		
DOMESTIC REPRESENTATIVE			
Name:	Maribeth Day Case, GlaxoSmithKline		
Address Line 1:	Five Moore Drive		
Address Line 2:	Research Triangle Park		

OP \$65.00 77413260

900156030

**TRADEMARK
 REEL: 004159 FRAME: 0278**

Address Line 4: Durham, NORTH CAROLINA 27709

NAME OF SUBMITTER:

Peter Nils Baylor

Signature:

/Peter Nils Baylor/

Date:

03/02/2010

Total Attachments: 7

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ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY (this “**Assignment**”) is made and is effective this 4th day of November, 2009 (the “**Effective Date**”), by and between Nabi Biopharmaceuticals, a Delaware corporation, having its principal offices at 12276 Wilkins Avenue, Rockville, Maryland 20852, USA (“**Assignor**”) and GlaxoSmithKline Biologicals S.A., a Belgium corporation having offices at Rue de l’Institut 89, 1330 Rixensart, Belgium (“**Assignee**”).

WHEREAS, upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement, dated as of August 5, 2009, as amended on November 4, 2009, by and between Assignor and Assignee (the “**Purchase Agreement**”), Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in and to the Purchased Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, Assignee has agreed to acquire the Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment of IP.** As of the Effective Date, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Purchased Intellectual Property, including more specifically, but without limitation: (a) those trademarks set forth on Exhibit A including all registrations and registration applications relating to such trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to such trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution or misuse of such trademarks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution or misuse of such trademarks, and all goodwill associated therewith; (b) those domain name registrations set forth on Exhibit B including all registrations and registration applications relating to such domain name registrations, together with all proceeds, benefits, privileges, causes of action, and remedies relating to such domain name registrations, all rights to bring an action, whether at law or in equity, for infringement, dilution or misuse of such domain name registrations against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution or misuse of such domain name registrations; and (c) those patents and patent applications set forth on Exhibit C and any and all rights related thereto, including all direct and indirect divisions, continuations, continuations-in-part of such patents and patent applications, any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations, extensions, and renewals of any of the foregoing, including the right to bring any cause of action arising from, and recover damages accrued for, infringement of such patents or patent applications prior to the date of this Assignment; provided,

however, that, for the avoidance of doubt, the Patents (as defined in the Purchase Agreement) set forth on Exhibit D and the Seller Marks (as defined in the Purchase Agreement) shall not constitute Purchased Intellectual Property hereunder or under the Purchase Agreement.

3. **Regulatory Authorities.** Assignor hereby authorizes the Commissioners for Trademarks and Patents of the U.S. Patent and Trademark Office and other empowered officials of relevant industrial property offices, domain name registrars, and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer of the Purchased Intellectual Property to Assignee as the assignee of Assignor's entire right, title and interest therein, and to issue all future registrations and other rights relating to such Purchased Intellectual Property to Assignee.

4. **Further Acts.**

4.1 Assignor shall duly execute and deliver, or cause to be duly executed and delivered, any additional documents or instruments and do and cause to be done, such further necessary and useful acts and things as Assignee may reasonably request at any time in the future to enable Assignee to protect, perfect, enforce, or otherwise secure Assignee's rights in, and/or ownership of, the Purchased Intellectual Property.

4.2 Following the Effective Date of this Assignment and subject to Assignor's obligations set forth in Section 4.1, Assignee shall be responsible for the drafting, execution and filing of any such further instruments, documents, assignments and agreements as may be necessary in order to prosecute, maintain, enforce and defend the Intellectual Property Rights assigned to Assignee pursuant to this Assignment.

4.3 Without limiting the foregoing, Assignor shall:

(a) deliver to Assignee a copy of all information contained within the trademark file held by or on behalf of Assignor for each of the trademarks set forth on Exhibit A, including, if any, all documents reflecting first or current use of any of the Marks;

(b) promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignor in connection with any of the patents or patent applications set forth on Exhibit C; and

(c) if Assignee institutes a legal proceeding with respect to any patent or patent application set forth on Exhibit C that requires, to initiate or maintain such proceeding, that Assignor be joined as a named party to the proceeding, Assignor agrees to be named to such proceeding at Assignee's expense.

5. **Miscellaneous.**

5.1 **Representations and Warranties.** Each party hereto represents and warrants to the other party that such party (a) has the power and authority to enter into this Assignment

and perform its obligations hereunder and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Assignment and the performance of its obligations hereunder. This Assignment has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other applicable laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

5.2 Controlling Document. This Assignment may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all the parties hereto. This Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the Assignment, superseding all negotiations, prior discussions and preliminary agreements made prior to the Effective Date. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern. For the avoidance of doubt, all of the representations, warranties and obligations of the parties under this Assignment shall be subject to the remedies and limitations described in Section 10.7 and Section 10.8 of the Purchase Agreement.

5.2 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee, and their representatives, successors and permitted assigns, in accordance with the terms of the Purchase Agreement.

5.3 Governing Law; Jurisdiction. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any Law other than the Laws of the State of Delaware. All Actions arising out of or relating to this Assignment or for recognition or enforcement of any judgment relating thereto shall be heard and determined exclusively in the United States District Court located in Wilmington, Delaware or in the Circuit Court for New Castle County, Delaware (but only in the event that there is no federal court jurisdiction), and each of the parties hereby irrevocably and unconditionally (a) agrees not to commence any such Action except in such courts, (b) consents to the personal jurisdiction of such courts, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action in, or to the exercise of personal jurisdiction by, such courts, and (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such Action in such courts. Each of the parties hereto agrees that a final judgment in any such Action shall be conclusive and, notwithstanding anything to the contrary above, may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party to this Assignment irrevocably consents to service of process in the manner provided for notices in Section 11.3 of the Purchase Agreement. Nothing in this Assignment will affect the right of any party to this Assignment to serve process in any other manner permitted by Law.

5.4 Counterparts. This Assignment may be executed manually or by facsimile by the parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the parties and delivered to each of the other parties.

[SIGNATURE PAGES FOLLOW]

Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

NABI BIOPHARMACEUTICALS

By: *Raafat E. F. Fahim*

Name: Raafat E. F. Fahim, Ph.D.

Title: President & Chief Executive Officer

STATE OF *District of Columbia*
) ss.:
COUNTY OF _____)

On this *3rd* day of *November*, 2009, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named *Raafat E. F. Fahim, Ph.D.* to me personally known, who stated that he is the *President & CEO* of Nabi Biopharmaceuticals and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the corporation, and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

November In testimony whereof, I have hereunto set my hand and official seal this *3rd* day of _____, 2009.

Kathy Y. Gabriel-Lovick
Notary Public

Kathy Y Gabriel-Lovick
Notary Public District of Columbia
My Commission Expires November 30, 2013

Assignee has executed this Assignment as of the Effective Date.

ASSIGNEE:

GLAXOSMITHKLINE BIOLOGICALS S.A.

By: 

Name: Michel Baijot

Title: Vice President, Business Development and
Strategic Alliances

EXHIBIT A

Assigned Trademarks

For the mark STAPHVAX

<u>Mark</u>	<u>Country</u>	<u>Reg./Ser.No.</u>	<u>Filing/Reg Date</u>	<u>Status</u>
STAPHVAX	CTM	1,941,558	3/4/02	Registered Renewal Due: 11/7/2010
STAPHVAX	United States	2,236,907	4/6/99	Registered Renewal Due: 4/6/2019

For the mark PENTASTAPH

PENTASTAPH	United States	77/413,260	3/5/08	Pending: An opposition is now pending at the US Trademark Office
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