

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
PDL BioPharma, Inc.		12/17/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Facet Biotech Corporation		
Street Address:	520 Pike Street		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	71645369	DECLOMYCIN	
CORRESPONDENCE DATA			
Fax Number:	(847)935-6552		
Email:	trademarks@abbott.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	David H. McDonald		
Address Line 1:	100 Abbott Park Road		
Address Line 4:	Abbott Park, ILLINOIS 60064		
NAME OF SUBMITTER:	David H. McDonald		
Signature:	/David H. McDonald/		
Date:	01/30/2012		
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of the Effective Time by PDL BioPharma, Inc., a Delaware corporation ("Assignor") and Facet Biotech Corporation, a Delaware corporation ("Assignee"). Assignor and Assignee are referred to hereinafter as the "Parties". Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Separation Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Separation and Distribution Agreement (the "Separation Agreement"), dated as of December 17, 2008, pursuant to which, among other things, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks set forth on Exhibit A.

NOW, THEREFORE, in consideration of the agreements and covenants contained in the Separation Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Separation Agreement:

1. Assignment. Assignor hereby assigns, sells, transfers and conveys to Assignee all right, title and interest, including, any common law rights, in the United States and throughout the world, in and to the Trademarks, together with the related goodwill of the Facet Business symbolized by the Trademarks and the right to recover for damages from past, present and future infringements thereof, if any.
2. Cooperation. After the Effective Time, Assignor agrees to execute, acknowledge and deliver such additional documents and instruments, and perform such additional acts, as reasonably necessary to perfect Assignee's right, title and interest in and to the Trademarks acquired by Assignee hereunder.
3. Separation Agreement Controls. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms of the Separation Agreement. In the event of any conflict or inconsistency between the terms of the Separation Agreement and the terms hereof, the terms of the Separation Agreement shall govern.
4. No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignee and its successors and assigns any remedy or claim under or by reason of this Assignment.
5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns.
6. Governing Law. This Assignment shall be deemed to have been made in, and shall be governed by and construed pursuant to the laws of the State of California and the United States without regard to any conflicts of laws provisions that would require the application of the laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative(s) as of the Effective Time.

ASSIGNOR:

FDL BioPharma, Inc.
a Delaware corporation

By: 

Name: John P. McLaughlin

Title: Senior Advisor

By: 

Name: Andrew Guggenime

Title: Senior Vice President and Chief Financial
Officer

**TRADEMARK ASSIGNMENT
SIGNATURE PAGE**

**TRADEMARK
REEL: 004707 FRAME: 0178**

EXHIBIT A

List of Trademarks

TrademarkName	Matterno	AppNumber	PubNumber	RegNumber	TrademarkStatus	CountryName	Class
BREZANT	TM011/01	1113330			Abandoned	Canada	05 Int.
BREZANT	TM011/01	2569374		2569382	Registered	European Community	05 Int.
BREZANT	TM011/02	78/597,559			Abandoned	United States of America	05 Int.
BREZANT	TM011/01	76/301,181			Abandoned	United States of America	05 Int.
DECLOMYCIN	TM018/01	11410		11410	Registered	Puerto Rico	05 Int.
DECLOMYCIN	TM018/01	71/645,369		609844	Registered	United States of America	05 Int.
HUZAF	TM007/01	1154482		TMA622495	Registered	Canada	05 Int.
HUZAF	TM007/01	3193448		3193448	Registered	European Community	05 Int.
HUZAF	TM007/01	78/188,762		3216195	Registered	United States of America	05 Int.
NUVION	TM008/02	1391295			Pending	Canada	05 Int.
NUVION	TM008/01	1027976			Abandoned	Canada	05 Int.
NUVION	TM008/01	1228733		1228733	Registered	European Community	05 Int.
NUVION	TM008/02	77/416,667			Pending	United States of America	05 Int.
NUVION	TM008/01	75/747,289		2507729	Abandoned	United States of America	05 Int.
PRENITY	TM009/02				Unfiled	Canada	05 Int.
PRENITY	TM009/01	1113333			Pending	Canada	05 Int.
PRENITY	TM009/01	2569143		2569143	Registered	European Community	05 Int.
PRENITY	TM009/02	78/597,539			Published	United States of America	05 Int.
PRENITY	TM009/01	76/301,180			Abandoned	United States of America	05 Int.
PRENSIOR	TM010/02	1271318			Published	Canada	05 Int.
PRENSIOR	TM010/01	1113329			Abandoned	Canada	05 Int.
PRENSIOR	TM010/01	2569135		2569135	Registered	European Community	05 Int.
PRENSIOR	TM010/02	4624904		4624904	Registered	European Community	05 Int.
PRENSIOR	TM010/02	78/597,551			Published	United States of America	05 Int.
PRENSIOR	TM010/01	76/301,191			Abandoned	United States of America	05 Int.

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