

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XOMA Technology Ltd.		01/13/2014	COMPANY: BERMUDA

RECEIVING PARTY DATA

Name:	XOMA (US) LLC
Street Address:	2910 Seventh Street
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94710
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77586083	ABANNOT
Serial Number:	77586068	ABLIMS
Serial Number:	77586063	PLATYPUS
Serial Number:	77586076	SEQAGENT
Serial Number:	77586044	XABTRACKER
Serial Number:	77979281	XOMA
Serial Number:	85976777	XOMA
Serial Number:	77485239	XOMA

CORRESPONDENCE DATA

Fax Number: 5102952578  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 5102047200  
 Email: rubio@xoma.com  
 Correspondent Name: XOMA (US) LLC

CH \$215.00 77586083

Address Line 1: 2910 Seventh Street  
Address Line 4: Berkeley, CALIFORNIA 94710

ATTORNEY DOCKET NUMBER:	TM XTL-XUSLLC
NAME OF SUBMITTER:	Susan Rubio
Signature:	/Susan Rubio/
Date:	01/16/2014

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of September 27, 2013 (the "Effective Date"), by and between XOMA Technology Ltd., c/o XOMA (US) LLC, 2910 Seventh Street, Berkeley, California 94710, a company organized and existing under the laws of Bermuda, having a registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda ("ASSIGNOR"), and XOMA (US) LLC, a Delaware limited liability company, having a principal place of business at 2910 Seventh Street, Berkeley, California 94710 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in, to, and under the trademark registrations and applications listed on Schedule A (collectively, the "Assigned Trademarks") and the goodwill associated with all of the foregoing;

WHEREAS, ASSIGNOR has agreed to assign, sell, transfer, convey, and deliver to ASSIGNEE all of ASSIGNOR's interest in and to the Assigned Trademarks; and

WHEREAS, ASSIGNEE has agreed to acquire and accept from ASSIGNOR the Assigned Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties agree as follows:

ASSIGNOR hereby irrevocably conveys, assigns, transfers, and sets over to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used, and all registrations, applications, renewals, and extensions of the foregoing, now or hereafter in effect, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

ASSIGNOR authorizes and requests the United States Patent and Trademark Office and any other applicable government authority to record ASSIGNEE as owner of the Assigned Trademarks, and issue any and all registrations thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of ASSIGNEE and its successors, assigns, or other legal representatives.

The parties to this Assignment shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary or advisable to consummate the transactions contemplated by this Assignment. Without limiting the foregoing, each of ASSIGNOR and ASSIGNEE shall cooperate with the other without any further

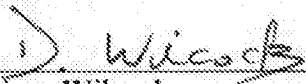
consideration to all documents or instruments as may reasonably be necessary to secure the vesting in ASSIGNEE of all rights assigned to ASSIGNEE by this Assignment, including without limitation any documents or instruments required to record this Assignment with the United States Patent and Trademark Office and any other applicable government authority.

This Assignment may be executed in one or more 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, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers or managers, as of the date first written above.

ASSIGNOR:

**XOMA TECHNOLOGY LTD.**

By:   
Diane Wilcock  
Alternate Director and Secretary

**ACKNOWLEDGMENT**

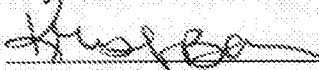
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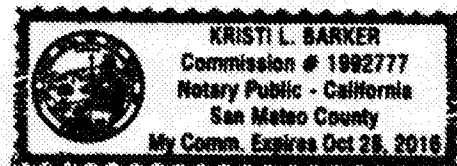
On January 13, 2014 before me, Kristi Barker, Notary  
personally appeared Diane Wilcock

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

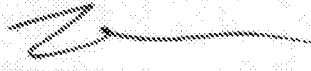
WITNESS my hand and official seal.

Signature   
Kristi Barker



ASSIGNEE:

**XOMA (US) LLC**

By:   
\_\_\_\_\_  
Russell J. Wood  
Assistant Secretary

**ACKNOWLEDGMENT**

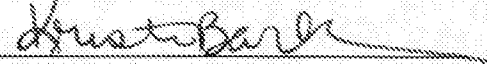
State of California )  
County of Alameda )

On January 13, 2014 before me, Kristi Barker, Notary,  
personally appeared Russell J. Wood

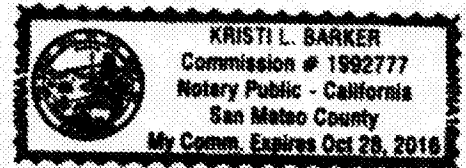
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
\_\_\_\_\_  
Kristi Barker

(Seal)



**SCHEDULE A**

Country	Trademark	Goods and Services	App. No.	Filing Date	Reg. No.	Reg. Date
Australia	XOMA	Int. Class 5 -- Monoclonal antibodies, toxins and conjugates of monoclonal antibodies used in medical therapy and clinical diagnostics.	408617	5/18/1984	408617	12/23/1987
Canada	XOMA	Monoclonal antibodies, derivatives of monoclonal antibodies, purified toxins and their fragments, and derivative thereof for use in medical therapy and laboratory research.	0500915	3/25/1983	TMA308668	11/29/1985
Denmark	XOMA	Int. Class 1 -- Chemical components containing monoclonal antibodies, toxins, or conjugates thereof, for use with clinical diagnostics. Int. Class 5 -- Medical components containing monoclonal antibodies, toxins, or conjugates thereof, for use with therapy.	VA 1983 01605	3/29/1983	VR 1986 03266	10/24/1986
European Community	XOMA	Int. Class 1 -- Monoclonal antibodies, proteins, and peptides for scientific and research use. Int. Class 5 -- Pharmaceuticals; monoclonal antibodies, proteins, and peptides, all for medical use. Int. Class 40 -- Custom manufacture of monoclonal antibodies, proteins, and peptides.	007002141	6/20/2008	007002141	5/15/2009
Japan	XOMA	Int. Class 1 -- Chemicals; adhesives [not for stationary or household purposes]; plant growth regulating preparations. Int. Class 5 -- Pharmaceutical, veterinary and sanitary preparations; oiled paper for medical uses; sanitary masks; pharmaceutical wafer; gauze for dressings; empty capsules for pharmaceuticals; eyepatches for medical purposes; ear bandages; menstruation bandages; menstruation tampons; sanitary napkins; sanitary panties; absorbent cotton; adhesive plasters; bandages for dressings; collodion for pharmaceutical purposes; breast-nursing pads; dental materials.	559-056172	5/30/1984	1953248	5/29/1987

**SCHEDULE A (cont'd)**

Country	Trademark	Goods and Services	App. No.	Filing Date	Reg. No.	Reg. Date
New Zealand	XOMA	Int. Class 5 -- Compositions used in medical therapy and clinical diagnostics and other pharmaceutical, veterinary and sanitary preparations and substances.	152749	5/16/1984	152749	2/20/1987
Sweden	XOMA	Int. Class 5 -- Monoclonal antibodies, derivatives of monoclonal antibodies, purified toxins and fragments and derivatives thereof for use in medical therapy and clinical diagnostics.	1983/01988	3/28/1983	191503	5/18/1984
Switzerland	XOMA	Int. Classes 1 & 5 -- Compositions used in medical therapy and clinical diagnostics.	01837/1983	3/31/1983	327421	1/11/1984
United Kingdom	XOMA	Int. Class 5 -- Diagnostic preparations for in vitro clinical or medical use.	1217360	4/24/1984	1217360	4/24/1984
United Kingdom	XOMA	Int. Class 5 -- Diagnostic preparations for in vivo clinical or medical use; pharmaceutical preparations.	1192719	3/23/1983	1192719	3/23/1983
United States	ABANNOT	Int. Class 9 -- Computer software for use in analyzing the sequences and physical characteristics of antibodies.	77/586083	10/6/2008	3825830	7/27/2010
United States	ABLIMS	Int. Class 9 -- Computer software, namely, data management software used to track the production and inventory of antibodies.	77/586068	10/6/2008	3828971	8/3/2010
United States	PLATYPUS	Int. Class 9 -- Computer software, namely, data management software used to screen and inventory antibody-producing cell lines.	77/586063	10/6/2008	3828970	8/3/2010
United States	SEQAGENT	Int. Class 9 -- Computer software for use in analyzing antibody sequences.	77/586076	10/6/2008	3825829	7/27/2010
United States	XABTRACKER	Int. Class 9 -- Computer software, namely, data management software used to screen antibody expression libraries and inventory their output.	77/586044	10/6/2008	3828969	8/3/2010
United States	XOMA	Int. Class 5 -- Monoclonal antibodies for medical purposes.	77/979281	5/28/2008	3791541	5/18/2010

**SCHEDULE A (cont'd)**

Country	Trademark	Goods and Services	App. No.	Filing Date	Reg. No.	Reg. Date
United States	XOMA	Int. Class 5 -- Pharmaceuticals for the treatment of inflammatory, autoimmune, cardiovascular, metabolic, dermatologic, ophthalmologic, and infectious diseases and conditions; monoclonal antibodies for medical purposes.	85/976777	11/1/2010	4162526	6/19/2012
United States	XOMA	Int. Class 40 -- Producing customized monoclonal antibodies and proteins for others.	77/485239	5/28/2008	4042397	10/18/2011