

07-25-2000



S. DEPARTMENT OF COMMERCE

RE

101413422
TRADEMARKS ONLY

IEET

Patent and Trademark Office
Docket No. [DOCKET NUMBER]

6-29-00

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies):
 AXYS PHARMACEUTICALS, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Other
 DELAWARE

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: AXYS ADVANCED TECHNOLOGIES, INC.
 Street Address: 180 Kimball Way
 South San Francisco, CA 94080

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: DELAWARE
 Other: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
 Execution Date: 4/28/2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 75/737109
 75/737111
 75/737116

B. Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Catherine Lee, Esq.
 Brobeck, Phleger & Harrison LLP
 12390 El Camino Real
 San Diego, CA 92130

6. Total number of applications and trademark registrations involved: 3
 7. Total fee (37 C.F.R. § 3.41): \$90.00
 Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket: 023660.0012
 8. Deposit account number: 02-3950

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Catherine Lee

Signature

6/26/00

Date

Total number of pages comprising cover sheet, attachment and document: *

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

07/24/2000 ASCOTT 00000212 75737109

01 FC:481 40.00 DP
02 FC:482 50.00 DP

SD\LTB\TKDP\308291 01(6LVN01) DOC

TRADEMARK
REEL: 002109 FRAME: 0354

ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS

This Trademark and Servicemark Assignment (the "Assignment") dated as of April 28, 2000 (the "Effective Date") is being made pursuant to that certain Technology Assignment and License Agreement (the "Technology Assignment and License Agreement") dated April 28, 2000 by and between Axys Pharmaceuticals, Inc., a Delaware corporation with offices at 180 Kimball Way, South San Francisco, CA 94080 (the "Assignor") and Axys Advanced Technologies, Inc., a Delaware corporation with offices at 180 Kimball Way, South San Francisco, CA 94080 (the "Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of all trademarks and servicemarks and trademark and servicemark registrations and applications for trademarks and servicemarks set forth in Exhibit A attached hereto, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world (the "Trademarks");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment:

1. ASSIGNMENT.

a. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill symbolized by said Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and at the Assignee's expense, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

c. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to

protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date first set forth above.

AXYS PHARMACEUTICALS, INC.

By: William J. Newell

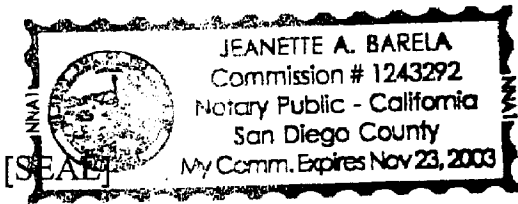
Name: William J. Newell

Title: Senior Vice President

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO) ss

On APRIL 26, 2000, before me, JEANETTE A. BARELA, Notary Public, personally appeared WILLIAM J. NEWELL, personally known to me (or 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.

WITNESS my hand and official seal.



Jeanette A. Barela
Signature

Exhibit A

PENDING SERVICE MARK APPLICATIONS

COMBIMED:

S. N.: 75/737109: Filed 6/23/99

COMBIMED CHEM:

S. N.: 75/737111: Filed 6/23/99

COMBIPHARM:

S. N.: 75/737116: Filed 6/23/99

Ref: CombiChemDockets\1_AAT.ddfoc2.doc