

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American BioScience, Inc.		06/03/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Merrill Lynch Professional Clearing Corp.
Street Address:	222 Broadway, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78271194	NANOFOL
Serial Number:	78271196	NANOPROFOL
Serial Number:	78271201	POWER OF THE NANO-DIMENSION
Serial Number:	78282011	ABRAXANE
Serial Number:	78282020	ABRAXAN
Serial Number:	78282026	ABRAXAS
Serial Number:	78282028	ABRAXUS
Serial Number:	78284267	HARNESS THE BIOLOGY OF ALBUMIN
Serial Number:	78286966	ABIZANE
Serial Number:	78290737	ABIXANE
Serial Number:	78290740	NAB
Serial Number:	78290743	NAB ME IF YOU CAN
Serial Number:	78415969	ABRAXANE
Serial Number:	78568234	COROXANE

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Serial Number:	78570252	COROZANE
Serial Number:	76395892	NANOXANE
Serial Number:	76397898	NANOXERE
Serial Number:	76397899	NANEXERE
Serial Number:	76398021	NANEXANE
Serial Number:	76398515	NANOZANE

CORRESPONDENCE DATA

Fax Number: (310)510-6741
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3102822000
Email: efilings@loeb.com
Correspondent Name: Susan L. Heller
Address Line 1: 10100 Santa Monica Blvd., Suite 2200
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jeffrey A. Sklar
Signature:	/jas/gk/
Date:	06/14/2005

Total Attachments: 21
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of June 3, 2005, by American BioScience, Inc., a California corporation ("Assignor"), in favor of Merrill Lynch Professional Clearing Corp. (the "Lender") is made with reference to the following:

A. Pursuant to the Loan and Security Agreement, dated as of even date herewith, by and between Assignor and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan and Security Agreement"), the Lender has agreed to make Advances to Assignor subject to and in accordance with the terms and conditions of the Loan and Security Agreement and the other Loan Documents.

B. Pursuant to the Loan and Security Agreement, Assignor has granted a Lien upon the Collateral to the Lender, including certain intellectual property, the revenue therefrom and the proceeds thereof, in order to secure the prompt and complete payment and performance of all obligations in favor of the Lender arising under the Loan Documents.

C. Assignor owns the patents, trademarks and copyrights, and has rights under the patent licenses, trademark licenses and copyright licenses, listed next to Assignor's name in Schedule 1. Any reference to "Schedule 1" in this Agreement shall refer to Schedule 1 attached hereto, which schedule is incorporated by reference into this Agreement.

D. The parties are entering into this Agreement, in addition to the Loan and Security Agreement, in order to more fully describe the rights and remedies of the Lender with respect to the intellectual property described herein, and to ensure that the Lender will realize the full benefits of the rights and remedies that the parties intend to confer upon the Lender in connection with such intellectual property. Nothing contained herein shall be construed to limit the Lender's rights or remedies under the Loan and Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given in the Loan and Security Agreement. As used in this Agreement, the following terms shall have the following meanings:

1.1 "Copyrights" shall mean all of the following:

(a) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office and in any other similar office or agency of

the United States, any state or territory thereof, or any other country or any political subdivision thereof; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions or renewals thereof.

1.2 “Copyright Licenses” shall mean all rights of Assignor under any written agreement granting any right to any third party under, or granting any right to Assignor.

1.3 “Goodwill” shall mean all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operation and training manuals, customer lists, distribution agreements and general intangibles.

1.4 “Intellectual Property” has the meaning set forth in Section 2.

1.5 “Patents” shall mean all of the following:

(a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state or territory thereof, or any other country or any political subdivision thereof; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1.6 “Patent Licenses” shall mean all rights of Assignor under any written agreement granting any right with respect to any invention on which a Patent is in existence.

1.7 “Trademarks” shall mean all of the following:

(a) the trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, including all registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

2. GRANT OF SECURITY INTEREST. Assignor hereby grants the Lender a continuing first priority security interest in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property"):

- (a) each Patent (and patent application), including without limitation, those listed in Schedule 1;
- (b) each Patent License, including without limitation, those listed in Schedule 1;
- (c) each Trademark, including without limitation, those listed in Schedule 1;
- (d) each Trademark License, including without limitation, those listed in Schedule 1;
- (e) each Copyright, including without limitation, those listed in Schedule 1;
- (f) each Copyright License, including without limitation, those listed in Schedule 1;
- (g) the Goodwill associated with: (i) each such Patent, Trademark, and Copyright; and (ii) each such Patent licensed under any Patent License, each such Trademark licensed under any Trademark License, and each such Copyright licensed under any Copyright License; and
- (h) subject to the terms of the ABI License Agreements, all products and proceeds of the foregoing, including any claim of Assignor against third parties for any (i) past, present or future infringement or dilution of any such Patent, Trademark or Copyright or of any Patent License, Trademark License or Copyright License and (ii) injury to the Goodwill associated with the foregoing.

3. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to the Lender that as of the date of this Agreement:

3.1 Assignor has notified the Lender, in writing, of all prior sales (including public uses and sales) with respect to the Patents listed on Schedule 1;

3.2 The Patents, Trademark registrations and Copyright registrations listed in Schedule 1 have been duly and properly issued, and are valid and enforceable;

3.3 The Patents, Trademark registrations and Copyright registrations listed in Schedule 1 have not been adjudged invalid or unenforceable, in whole or in part, by any court of competent jurisdiction;

3.4 Subject to Section 4.6, Intellectual Property constitutes all of the intellectual property of Assignor existing on a worldwide basis;

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3.5 Subject to the terms of the ABI License Agreements, Assignor may practice the inventions described and claimed in the Patents listed in Schedule 1, free and clear of the infringement of or interference with the rights of others;

3.6 Assignor has not received any threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Intellectual Property;

3.7 Subject to the terms of the ABI License Agreements, Assignor is and shall at all times remain the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademark registrations and Copyright registrations listed in Schedule 1, free and clear of any Liens (other than Permitted Liens) including licenses and covenants by Assignor not to sue third persons, except for the interest of the Lender under the Loan Documents; and

3.8 Assignor has the unqualified right and power to enter into this Agreement and perform its terms and has entered and will enter into written agreements as necessary with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained.

4. COVENANTS.

4.1 In no event shall Assignor, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any unregistered Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States of America, or any other country or any political subdivision thereof, without giving the Lender prompt written notice thereof and, upon the request of the Lender, Assignor shall execute and deliver, for filing with any such office or agency in the United States of America and in each of the member nations of the European Union, as the Lender may deem appropriate, (a) an Amendment to this Agreement adding a description of such Intellectual Property to Schedule 1 and (b) any other agreements, instruments, documents and papers as the Lender may request to evidence the Lender's Lien on such Intellectual Property.

4.2 Assignor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or other appropriate filing office or agency in the United States, or any other country or any political subdivision thereof, in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless the failure to do any of the foregoing is deemed by Assignor acting in good faith and in the ordinary course of business to be not material to the conduct of its business.

4.3 In the event that any of Assignor's rights under any Intellectual Property are infringed, misappropriated or diluted by a third party, unless Assignor shall reasonably

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determine that such Intellectual Property is not material to the conduct of its business, Assignor shall (a) notify the Lender promptly after it learns thereof, (b) promptly sue such party for infringement, misappropriation or dilution and recover any and all damages for such infringement, misappropriation or dilution, and (c) shall take such other actions as Assignor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

4.4 Assignor shall promptly notify the Lender, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Intellectual Property or infringement of or interference with another patent, trademark or copyright which, if determined adversely, is likely to have a Material Adverse Effect on Assignor and shall, upon request by the Lender, deliver to the Lender a copy of all pleadings, papers, orders, or decrees theretofore or thereafter filed in any such suit, action or proceeding, and shall keep the Lender fully advised and informed, in writing, of the progress of any such suit, action or proceeding.

4.5 Assignor shall notify the Lender immediately if it knows or has reason to know (a) that any application or registration relating to any Intellectual Property that is material to the conduct of its business may become abandoned or dedicated or (b) that there has been or likely may be an adverse determination or development (including the institution of, or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, any court in the United States or in any other country) regarding (i) its ownership of any Intellectual Property that is material to the conduct of its business, (ii) its right to register such Intellectual Property, or (iii) its right to keep and maintain such Intellectual Property.

4.6 Assignor shall update and amend Schedule 1 on or before June 10, 2005 to reflect additional Intellectual Property of Assignor that is not registered with the Patent and Trademark Office or the Copyright Office on the date hereof and upon such Schedule 1 being updated and amended, Section 3.4 shall apply with respect to such updated and amended Schedule 1.

5. BANK'S APPOINTMENT AS ATTORNEY-IN-FACT. Subject to the terms of the ABI License Agreements, upon the occurrence and during the continuance of a Remedy Event, Assignor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse its name on all applications, documents, papers and instruments necessary for the Lender (a) to use the Intellectual Property, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable license, a sublicense, whether general, specifically or otherwise and whether on an exclusive or non-exclusive basis, of any Intellectual Property throughout the world on such terms and conditions and in such manner as the Lender shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

6. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the purpose of enabling the Lender to exercise rights and remedies hereunder or under ARTICLE 8 of the Loan and Security Agreement during such time as a Remedy Event occurs and is continuing, subject to the terms of any ABI License Agreement (including, without limitation, the APPX License Agreement) and to the extent permitted thereunder, Assignor hereby grants to the Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Assignor) (a) to use, license or sublicense any of the Intellectual Property and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof. For greater certainty, any license granted hereunder shall take effect only during the occurrence and continuation of a Remedy Event, and to the extent that any ABI License Agreement prohibits the granting of a license hereunder, then no such grant shall be made.

7. USE AND PROTECTION OF INTELLECTUAL PROPERTY. Notwithstanding anything to the contrary contained herein, unless a Remedy Event has occurred and is continuing, Assignor may continue to use, exploit, license, enjoy and protect the Intellectual Property in the ordinary course of its business, and the Lender shall from time to time execute and deliver, upon the reasonable written request of Assignor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of Assignor are necessary or appropriate to permit Assignor to continue to do so.

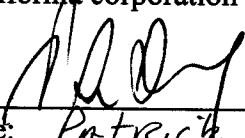
8. TERMINATION AND RELEASE. On the payment and performance in full of all of the Obligations (other than inchoate indemnity obligations), the rights of the Lender hereunder shall automatically terminate and the Lender shall execute and deliver to Assignor all releases, powers of attorney other instruments as may be necessary or proper to terminate the Lien granted to the Lender hereunder and to revest in Assignor full title to the Intellectual Property, subject to any disposition thereof which may have been made by the Lender pursuant thereto.

9. INCORPORATION OF LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the continuing first priority security interest in the Intellectual Property (subject only to Permitted Liens) made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms hereof and the Loan and Security Agreement, the terms set forth in the Loan and Security Agreement shall control.

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IN WITNESS WHEREOF, Assignor has executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

AMERICAN BIOSCIENCE, INC.,
a California corporation

By: 
Name: Patrick Soon-Shiong
Title: President

MERRILL LYNCH PROFESSIONAL CLEARING
CORP.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

AMERICAN BIOSCIENCE, INC.,
a California corporation

By: _____
Name: _____
Title: _____

MERRILL LYNCH PROFESSIONAL CLEARING
CORP.

By: Thomas A. Trafletta
Name: Thomas A. Trafletta
Title: Chairman

SCHEDULE 1
to Patent, Trademark and Copyright Security Agreement

COPYRIGHTS

None

PATENTS

PATENT NO./APPLICATION NUMBER	TITLE (1), (2)	PATENT ISSUE DATE/PATENT FILE DATE
10/616,709	Propofol formulations with non-reactive container closures	7/10/2003
10/345,031	Methods and compositions useful for administration of chemotherapeutic agents (Pending)	1/14/2003
10/146,078	Methods and formulations for delivery of pharmacologically active agents (Pending)	5/14/2002
10/146,706	Methods and formulations for the delivery of pharmacologically active agents (Pending)	5/14/2002
6,753,006	Paclitaxel-containing formulations	6/22/2004
6,749,868	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof	6/15/2004
6,565,842	Crosslinkable polypeptide compositions	5/20/2003
6,537,579	Compositions and methods for administration of pharmacologically active compounds	3/25/2003
6,528,067	Total nutrient admixtures as stable multicomponent liquids or dry powders and methods for the preparation thereof	3/4/2003
6,506,405	Methods and formulations of cremophor-free taxanes	1/14/2003
5,997,904	Total nutrient admixtures as stable multicomponent liquids or dry powders and methods for the preparation thereof	12/7/1999
6096331	Methods and compositions useful for administration of chemotherapeutic agents	8/1/2000
5439686	Methods for in vivo delivery of substantially water insoluble pharmacologically active agents and compositions useful therefor	8/8/1995
5560933	Methods for in vivo delivery of substantially water insoluble pharmacologically active agents and compositions useful therefor	10/1/1996
5498421	Composition useful for in vivo delivery of biologics and methods employing same	3/12/1996
5916596	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof	6/29/1999
5665382	Methods for the preparation of pharmaceutically active agents for in vivo delivery	9/9/1997

PATENT NO./APPLICATION NUMBER	TITLE (1)(2)	PATENT ISSUE DATE/PATENT FILE DATE
5639473	Methods for the preparation of nucleic acids for in vivo delivery	6/17/1997
5665383	Methods for the preparation of immunostimulating agents for in vivo delivery	9/9/1997
5635207	Methods for the preparation of blood substitutes for in vivo delivery	6/3/1997
5650156	Methods for in vivo delivery of nutraceuticals and compositions useful therefore	7/22/1997
5362478	Magnetic resonance imaging with fluorocarbons encapsulated in a cross-linked polymeric shell	11/8/1994
5508021	Non-fluorinated polymeric shells for medical imaging	4/16/1996
5505932	Methods for the preparation of fluorocarbon-containing polymeric shells for medical imaging	4/9/1996
5512268	Polymeric shells for medical imaging prepared from synthetic polymers, and methods for the use thereof	4/30/1996
PCT/US00/13954	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Inactive)	5/19/2000
09/628389	Methods and formulations of Paclitaxel (Pending)	8/1/2000
09/628387	Methods and formulations of Taxanes (Pending)	8/1/2000
PCT/US97/17649	Total nutrients admixtures as stable multicomponent liquids or dry powders and methods for the preparation therefor (Inactive)	9/29/1997
673057	Methods for in vivo delivery of biologics and compositions useful therefore (Australia)	2/12/1997
50359/00	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Australia) (Pending)	5/19/2000
718753	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Australia)	8/3/2000
P19405798.2	Methods useful for in vivo delivery of biologics and compositions useful therefore (Brazil) (Inactive)	2/22/1994
P19711856-7	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Brazil) (Pending)	9/24/1997
2155947	Methods for in vivo delivery of biologics and compositions useful therefore (Canada) (Pending)	2/22/1994

PATENT NO./APPLICATION NUMBER	TITLE (1), (2)	PATENT ISSUE DATE/PATENT FILE DATE
2371912	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Canada) (Pending)	5/19/2000
2267498	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Canada) (Pending)	9/24/1997
94191236.1	Methods for in vivo delivery of biologics and compositions useful therefore (China) (Pending)	2/22/1994
ZL 97199720.9	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (China)	7/14/2004
200310123461.X	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (China) (Pending)	9/24/1997
6433723.4	Methods for in vivo delivery of biologics and compositions useful therefore (Germany) (Pending)	2/22/1994
0693924	Methods for in vivo delivery of biologics and compositions useful therefore (EPO)	4/21/2004
00932669.5	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (EPO) (Pending)	5/19/2000
01937499.0-2112	Compositions and methods for administration of pharmacologically active compounds (EPO) (Pending)	5/19/2001
97944429.6	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (EPO) (Pending)	9/24/1997
02105870.2	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Hong Kong) (Pending)	5/19/2000
00103153.7	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Hong Kong) (Pending)	5/27/2000
519260/94	Methods for in vivo delivery of biologics and compositions useful therefore (Japan) (Pending)	2/22/1994
516657/1998	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Japan) (Pending)	9/24/1997
314017	Methods for in vivo delivery of biologics and compositions useful therefore (Norway)	1/20/2003

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PATENT NO./APPLICATION NUMBER	TITLE (U.S.)	PATENT ISSUE DATE/PATENT FILE DATE
19991620	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (Norway) (Pending)	9/24/1997
262679	Methods for in vivo delivery of biologics and compositions useful therefore (New Zealand)	12/10/1997
335133	Protein stabilized pharmacologically active agents methods for the preparation thereof and methods for the use thereof (New Zealand)	4/5/2001
PCT/US94/01985	Methods for in vivo delivery of biologics and compositions useful therefore (PCT) (Inactive)	2/22/1994
PCT/US01/15993	Compositions and methods for administration of pharmacologically active compounds (PCT) (Pending)	5/19/2001
PCT/US97/17157	Protein stabilized pharmacologically active agents methods for the preparation thereof and methods for the use thereof (PCT) (Inactive)	9/24/1997
PCT/US03/15212	Methods and formulations for delivery of pharmacologically active agents (PCT) (Inactive)	5/14/2003
5780653	Nitrophenyl, 10-Deacetylated substituted Taxol derivatives as dual functional	7/14/1998
5875776	Dry powder inhaler	3/2/1999
5945338	Methods and apparatus for augmenting mass transfer in a rotating culture system	8/31/1999
738290	Method and apparatus for determining characteristics of a sample in the presence of ambient light (Australia)	1/3/2002
2229458	Method and apparatus for determining characteristics of a sample in the presence of ambient light (Canada) (Pending)	8/22/1996
96928966.9	Method and apparatus for determining characteristics of a sample in the presence of ambient light (EPO) (Pending)	8/22/1996
510404/1997	Method and apparatus for determining characteristics of a sample in the presence of ambient light (Japan) (Inactive)	8/22/1996
PCT/US96/13523	Method and apparatus for determining characteristics of a sample in the presence of ambient light (PCT) (Inactive)	8/22/1996
PCT/US97/02704	Apparatus and methods for culturing mammalian cells (PCT) (Inactive)	2/22/1997
60/023968	Protein particles formed in presence of multivalent ions for delivery of pharmacological agents (Inactive)	8/19/1996

PATENT NO./APPLICATION NUMBER	TITLE (1), (2)	PATENT ISSUE DATE/PATENT FILE DATE
09/242401	Methods for the production of protein particles useful for delivery of pharmacological agents (Inactive)	2/16/1999
2263765	Methods for the production of protein particles useful for delivery of pharmacological agents (Canada) (Pending)	8/19/1997
97936517.8	Methods for the production of protein particles useful for delivery of pharmacological agents (EPO) (Pending)	8/19/1997
PCT/US97/14661	Methods for the production of protein particles useful for delivery of pharmacological agents (PCT) (Inactive)	8/19/1997
09/446783	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Pending)	5/16/2000
09/847945	Compositions and methods for treatment of hyperplasia (Pending)	5/2/2001
82662/98	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Australia) (Pending)	6/26/1998
2002300723	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Australia)	5/5/2005
2002303626	Compositions and methods for treatment of hyperplasia (Australia) (Pending)	5/2/2002
P19810945-6	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Brazil) (Pending)	6/26/1998
P10210056-8	Compositions and methods for treatment of hyperplasia (Brazil) (Pending)	5/2/2002
2294981	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Canada) (Pending)	6/26/1998
2,446,083	Compositions and methods for the treatment of hyperplasia (Canada) (Pending)	5/2/2002
98808225.X	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (China) (Pending)	6/26/1998
2003102127.X	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (China) (Pending)	6/26/1998
02811017.X	Compositions and methods for treatment of hyperplasia (China) (Pending)	5/2/2002

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PATENT NO./APPLICATION NUMBER	TITLE ⁽¹⁾ (2)	PATENT ISSUE DATE/PATENT FILE DATE
98932874.5	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (EPO) (Pending)	6/26/1998
02731657.9	Compositions and methods for treatment of hyperplasia (EPO) (Pending)	5/2/2002
01100752.7	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Hong Kong) (Pending)	2/2/2001
P0003972	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Hong Kong) (Pending)	6/26/1998
133672	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Israel) (Pending)	6/26/1998
11-505749	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Japan) (Pending)	6/26/1998
2002-684891	Compositions and methods for treatment of hyperplasia (Japan) (Pending)	5/2/2002
10-1999-7012361	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (South Korea) (Pending)	6/26/1998
10-2005-7006157	Protein stabilized pharmacologically active agents, methods for the preparation thereof and methods for the use thereof (South Korea) (Pending)	6/26/1998
2000-000294	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Mexico) (Pending)	6/28/1998
2003-010085	Compositions and methods for treatment of hyperplasia (Mexico) (Pending)	5/2/2002
19996433	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Norway) (Pending)	6/26/1998
502500	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (New Zealand)	7/8/2002
515187	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (New Zealand) (Inactive)	6/26/1998
515187	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (New Zealand) (Pending)	6/26/1998

PATENT NO./APPLICATION NUMBER	TITLE ⁽¹⁾⁽²⁾	PATENT ISSUE DATE/PATENT FILE DATE
525580	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (New Zealand)	12/9/2004
70194	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Singapore)	3/31/2004
200200079-2	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (Singapore) (Pending)	6/26/1998
PCT/US98/13272	Novel formulations of pharmacological agents, methods for the preparation thereof and methods for the use thereof (PCT) (Inactive)	6/26/1998
PCT/US02/14118	Compositions and methods for treatment of hyperplasia (PCT) (Pending)	5/2/2002
09/211885	Dual functional cytotoxic/radiosensitizer compounds and methods for the preparation thereof (Inactive)	12/10/1998
60/130863	Long term administration of pharmacologically active agents (Inactive)	4/22/1999
09/937840	Long term administration of pharmacologically active agents (Pending)	1/28/2002
777528	Long term administration of pharmacologically active agents (Australia)	2/10/2005
2369740	Long term administration of pharmacologically active agents (Canada) (Pending)	4/21/2000
00928296.3	Long term administration of pharmacologically active agents (EPO) (Pending)	4/21/2000
PCT/US00/10849	Long term administration of pharmacologically active agents (PCT) (Inactive)	4/21/2000
10/434776	Propofol formulation containing reduced oil and surfactants (Pending)	5/9/2003
60/432317	Compositions and methods of delivery of pharmacological agents with reduced side-effects (Pending)	12/9/2002
60/526544	Compositions and methods of delivery of pharmacological agents with reduced side-effects (Pending)	12/3/2003
60/526773	Compositions and methods of delivery of pharmacological agents with reduced side-effects (Pending)	12/4/2003

PATENT NO./APPLICATION NUMBER	TITLE ^{(1), (2)}	PATENT ISSUE DATE/PATENT FILE DATE
60/527177	Compositions and methods of delivery of pharmacological agents with reduced side-effects (Pending)	12/5/2003
10/731224	Compositions and methods of delivery of pharmacological agents with reduced side-effects (Pending)	12/9/2003
PCT/US03/38941	Compositions and methods of delivery of pharmacological agents with reduced side-effects (Pending)	12/9/2003
60/531,954	Propofol analogs, process for their preparation, and methods of use (Pending)	12/23/2003
60/531,955	Substituted Melatonin Derivatives, process for their preparation, and methods of use (Pending)	12/23/2003
60/532,231	Di-Ester Prodrugs of Camptothecin, process for their preparation and their therapeutical applications (Pending)	12/23/2003
60/531,941	10,20 Di-Esterification Derivatives of Camptothecins and methods to treat cancers (Pending)	12/23/2003
PCT/US04/14186	Propofol formulation containing reduced oil and surfactants (Pending)	5/7/2004
60/571622	Treatment methods utilizing albumin-binding proteins as targets (Pending)	5/14/2004
PCT/US04/20923	Propofol formulations with non-reactive container closures (PCT) (Pending)	12/23/2004
60578777	Inorganic nanoparticles as non-viral vectors for gene delivery (Pending)	6/10/2004
60/610407	Compositions and methods for preparation of poorly water soluble drugs (Pending)	9/16/2004
PCT/US04/043978	10,20 Di-Esterification Derivatives of Camptothecins and methods to treat cancers (PCT) (Pending)	12/23/2004
PCT/US04/043997	Substituted Melatonin Derivatives, process for their preparation, and methods of use (PCT) (Pending)	12/23/2004
PCT/US04/43719	Di-Ester Prodrugs of Camptothecin, process for their preparation and their therapeutical applications (PCT) (Pending)	12/23/2004
PCT/US2004/043979	Propofol analogs, process for their preparation, and methods of use (PCT) (Pending)	12/23/2004
60/654175	Drugs with improved hydrophobicity for incorporation in medical devices (Pending)	2/18/2005

60654146	Compositions, methods of use, and preparation of propofol and analogs for ischemic injury (Pending)	2/18/2005
60/654261	Therapeutic use of antibody recognizing SPARC (Pending)	2/18/2005
60/654425	Combinations and modes of administration of therapeutic agents and combination therapy (Pending)	2/18/2005
PCT/US05/17174	Treatment methods utilizing albumin-binding proteins as targets (PCT) (Pending)	5/16/2005

- (1) Unless otherwise indicated all patents or patent applications have been filed in the U.S.
- (2) Unless otherwise indicated all patents have been issued.

TRADEMARKS

REGISTRATION/ APPLICATION NO.	MARK	REGISTRATION/ APPLICATION DATE ⁽¹⁾
78271194	NANOFOL	07.07.05
78271196	NANOPROFOL	07.07.05
78271201	POWER OF THE NANO-DIMENSION	07.07.05
76395892	NANOXANE (Abandoned)	04.15.02
76397898	NANOXERE (Abandoned)	04.18.02
76397899	NANEXERE (Abandoned)	04.18.02
76398021	NANEXANE (Abandoned)	04.18.02
76398515	NANOZANE (Abandoned)	04.22.02
78282011	ABRAXANE	08.01.03
78282020	ABRAXAN	08.01.03
78282026	ABRAXAS	08.01.03
78282028	ABRAXUS	08.01.03
78284267	HARNESS THE BIOLOGY OF ALBUMIN	08.07.03
78286966	ABIZANE	08.13.03
78290737	ABIXANE	08.21.03
78290740	NAB (Suspended)	08.21.03
78290743	NAB ME IF YOU CAN	08.21.03
78415969	ABRAXANE	05.10.04
78568234	COROXANE	02.16.05
78570252	COROZANE	02.18.05
A0000048	Abraxane & Design (Albania)	11.05.04
A0000048	Abraxane & Design (Australia)	11.05.04
A0000048	Abraxane & Design (Bulgaria)	11.05.04
1236483	Abraxane & Design (Canada)	11.05.04
A0000048	Abraxane & Design (China)	11.05.04
A0000048	Abraxane & Design (EC)	11.05.04
176135	Abraxane & Design (Israel)	11.11.04
A0000048	Abraxane & Design (Japan)	11.05.04
A0000048	Abraxane & Design (Korea)	11.05.04

A0000048	Abraxane & Design (Madrid Protocol)	11.05.04
687135	Abraxane & Design (Mexico)	11.10.04
A0000048	Abraxane & Design (Morocco)	11.05.04
720970	Abraxane & Design (New Zealand)	11.05.04
A0000048	Abraxane & Design (Norway)	11.05.04
A0000048	Abraxane & Design (Romania)	11.05.04
A0000048	Abraxane & Design (Russian Federation)	11.05.04
A0000048	Abraxane & Design (Serbia and Montenegro)	11.05.04
2004120161	Abraxane & Design (South Africa)	11.05.04
A0000048	Abraxane & Design (Switzerland)	11.05.04
093051538	Abraxane & Design (Taiwan)	11.08.04
A0000048	Abraxane & Design (Turkey)	11.05.04
A0000048	Abraxane & Design (Ukraine)	11.05.04

(1) All applications are pending unless otherwise indicated.

LICENSES

1. The License Agreement, as of dated November 20, 2001, between the Assignor and American Pharmaceutical Partners, Inc.
2. License Agreement, dated as of May 27, 2005, entered into by and between the Assignor and Taiho Pharmaceutical Co., Ltd. The license grant is for the use, marketing, distribution, importation, and sale of the Product (as defined therein) in Japan.

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