UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 14, 2010**

PEREGRINE PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**0-17085**	**95-3698422**
(State of other jurisdiction of incorporation)	(Commission File Number)	(IRS Company Identification No.)

14282 Franklin Avenue, Tustin, California 92780
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(714) 508-6000**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
- o Soliciting material pursuant to Rule 14A-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR.14d-2(b))
- o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01 Other Events.

Peregrine Pharmaceuticals, Inc. (the "Company") is filing this Current Report on Form 8-K solely for the purpose of filing the attached Exhibits in response to a comment letter dated March 8, 2010, received from the staff of the Securities and Exchange Commission ("SEC") regarding its review of the Company's Form 10-K for the fiscal year ended April 30, 2009. Certain information contained in the attached Exhibits has been redacted pursuant to the Company's requests for confidential treatment, which requests have been submitted to the SEC on the date of this filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.17	Exclusive Patent License Agreement between The University of Texas System and Peregrine Pharmaceuticals, Inc. effective as of August 18, 2005 *
10.18	Amendment No. 1 to Exclusive Patent License Agreement between The University of Texas System and Peregrine Pharmaceuticals, Inc. dated June 1, 2009 *
10.19	Exclusive Patent License Agreement between The University of Texas System and Peregrine Pharmaceuticals, Inc. effective as of August 1, 2001 *
10.20	Amendment No. 1 to Exclusive Patent License agreement between The University of Texas System and Peregrine Pharmaceuticals, Inc. dated June 1, 2009 *
10.21	Non-Exclusive Cabilly Patent License Agreement between Genentech, Inc. and Peregrine Pharmaceuticals, Inc. effective as of November 5, 2003 *
10.22	Commercial License Agreement between Avanir Pharmaceuticals, Inc. and Peregrine Pharmaceuticals, Inc. dated December 1, 2003 *
10.23	License Agreement between Lonza Biologics PLC and Peregrine Pharmaceuticals, Inc. dated July 1, 1998 *
10.24	License Agreement between Lonza Biologics PLC and Peregrine Pharmaceuticals, Inc. dated March 1, 2005 *

* Portions of the attached exhibits have been redacted in connection with the Company's request for confidential treatment which has been submitted to the Securities and Exchange Commission in connection with the filing of this Current Report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PEREGRINE PHARMACEUTICALS, INC.

Date: April 14, 2010

By: /s/ Paul J. Lytle
Paul J. Lytle
Chief Financial Officer and
Corporate Secretary

Exhibit Index

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Exhibit 10.17

EXCLUSIVE PATENT LICENSE AGREEMENT

BETWEEN

THE UNIVERSITY OF TEXAS SYSTEM

AND

PEREGRINE PHARMACEUTICALS, INC.

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EXCLUSIVE PATENT LICENSE AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS SYSTEM
AND
PEREGRINE PHARMACEUTICALS, INC.

THIS Agreement (AGREEMENT) is between the Board of Regents (BOARD) of The University of Texas System (SYSTEM), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, on behalf of The University of Texas Southwestern Medical Center at Dallas (UT SOUTHWESTERN), a component institution of SYSTEM, and Peregrine Pharmaceuticals, Inc. (LICENSEE), a Delaware corporation having a principal place of business located at 14272 Franklin Avenue, Suite 100, Tustin, California 92780.

RECITALS

A. BOARD owns certain PATENT RIGHTS (as defined below) and TECHNOLOGY RIGHTS (as defined below) related to LICENSED SUBJECT MATTER (as defined below), which were developed at UT SOUTHWESTERN.

B. BOARD desires to have the LICENSED SUBJECT MATTER developed and used for the benefit of LICENSEE, INVENTORS (as defined below), BOARD, and the public as outlined in BOARD'S Intellectual Property Policy.

C. LICENSEE wishes to obtain a license from BOARD to practice LICENSED SUBJECT MATTER.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

1. EFFECTIVE DATE

This AGREEMENT is effective August 18, 2005 (EFFECTIVE DATE).

2. DEFINITIONS

As used in this AGREEMENT, the following terms have the meanings indicated:

2.1 **AFFILIATE** means any business entity more than 50% owned by LICENSEE, any business entity which owns more than 50% of LICENSEE, or any business entity that is more than 50% owned by a business entity that owns more than 50% of LICENSEE.

2.2 **FDA** means United States Food and Drug Administration.

2.3 **FIELD** means all human therapeutic and diagnostic uses.

2.4 **INVENTOR(S)** means Philip Thorpe, Jin He, Melina Soares, Xianming Huang and Sophia Ran.

2.5 **LICENSED PRODUCT** means any product or service which is covered by or is produced using LICENSED SUBJECT MATTER pursuant to this AGREEMENT.

2.6 **LICENSED SUBJECT MATTER** means inventions, discoveries and processes covered by PATENT RIGHTS and/or TECHNOLOGY RIGHTS within FIELD.

2.7 **NET SALES** means the gross revenues received by LICENSEE, AFFILIATE and/or any sublicensee pursuant to Paragraph 4.3 from the SALE of LICENSED PRODUCTS less, to the extent paid by LICENSEE, AFFILIATE and/or any sublicensee: (a) cost of freight, postage, and freight insurance; (b) sales taxes, value added taxes, excise taxes, and customs duties; (c) cost of export licenses and any taxes, fees or other governmental charges imposed upon the exportation or importation of LICENSED PRODUCTS; (d) rebates accrued, incurred or paid and any price reductions required by law, rule, regulation or any governmental agency; (e) rejected shipments, returns, recalls and retroactive deductions; (f) customary cash, quantity, and trade discounts; provided, however, that with respect to the deductions specified in subsections (a) through (f) above, an amount shall be deducted only once regardless of how many categories may apply to it. No deductions shall be made for commissions paid to sales persons or agents or for the cost of collections.

In the event that LICENSED PRODUCTS are SOLD in the form of a combination product containing one or more active ingredients other than LICENSED PRODUCTS, NET SALES for such combination products shall be calculated by multiplying actual NET SALES of the combination product by the fraction A/(A+B) where A is the invoice price of the LICENSED PRODUCT if SOLD separately and B is the total invoice price of any other active component or components in the combination if sold separately by LICENSEE or sublicensee; provided, however that the resulting value of such NET SALES of combination products shall not be less than 50% of the value of the NET SALES of the LICENSED PRODUCTS had they been SOLD separately. If, on a country-by-country basis, the LICENSED PRODUCT and other active component or components in the combination are not SOLD separately in any country by LICENSEE or sublicensee, NET SALES for purposes of determining royalties on the combination product shall be calculated by multiplying actual NET SALES of such combination product by the fraction C/(C+D) where C is LICENSEE'S or sublicensee's total actual cost of the LICENSED PRODUCT and D is the total actual cost of the other active ingredient(s) included in the combination product at such point; provided, however that the resulting value of such NET SALES of combination products shall not be less than 50% of the value of the actual cost of the LICENSED PRODUCTS.

2.8 **PATENT RIGHTS** means BOARD'S rights in the patent applications listed on Exhibit 1, the inventions described and claimed therein, and all patents anywhere in the world that issue from these, and any divisionals, continuations, continuations-in-part (but solely to the extent not containing new matter), extensions (including supplemental protection certificates), substitutions, registrations, confirmations, re-examinations, renewals and any patents issuing on any of the foregoing, as well as extensions and reissues thereof.

2.9 **PHASE 1 CLINICAL STUDIES** means human clinical trials in any country that satisfy the requirements of U.S. 21 CFR 312.21(a) or its non-U.S. equivalent.

2.10 **PHASE 2 CLINICAL STUDIES** means human clinical trials in any country that satisfy the requirements of U.S. 21 CFR 312.21(b) or its non-U.S. equivalent.

2.11 **PHASE 3 CLINICAL STUDIES** means human clinical trials in any country that satisfies the requirements of U.S. 21 CFR 312.21(c) or its non-U.S. equivalent.

2.12 **SALE, SELL or SOLD** means the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE, AFFILIATE and/or any sublicensee. SALE does not include transfer or disposition of a LICENSED PRODUCT, at or below cost, for charitable, promotional, pre-clinical, clinical, regulatory or governmental purposes.

2.13 **TECHNOLOGY RIGHTS** means BOARD'S rights in technical information, know-how, processes, procedures, compositions, devices, methods, formulas, protocols, techniques, software, designs, drawings or data created by INVENTORS at UT SOUTHWESTERN before the EFFECTIVE DATE and relating to using antibodies as treatment for viral disease and cancer which are not covered by PATENT RIGHTS but which are necessary for practicing the PATENT RIGHTS (UT SOUTHWESTERN file references UTSD:0892; UTSD:0893; UTSD:0968).

3. WARRANTY: SUPERIOR-RIGHTS

3.1 Except for the rights, if any, of the government of the United States of America (GOVERNMENT), as set forth below, BOARD represents and warrants (1) that it is the owner of the entire right, title, and interest in and to LICENSED SUBJECT MATTER, (2) that it has the sole right to grant licenses thereunder, and (3) its belief that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted to LICENSEE except as stated herein.

3.2 LICENSEE understands that the LICENSED SUBJECT MATTER may have been developed under a funding agreement with the GOVERNMENT and, if so, that the GOVERNMENT may have certain rights relative thereto. This AGREEMENT is explicitly made subject to the GOVERNMENT'S rights under any agreement and any applicable law or regulation. If there is a conflict between any agreement, applicable law or regulation and this AGREEMENT, the terms of the GOVERNMENT agreement, applicable law or regulation shall prevail. LICENSEE agrees that LICENSED PRODUCTS used or SOLD in the United States will be manufactured substantially in the United States, unless a written waiver is obtained in advance from the GOVERNMENT.

3.3 LICENSEE understands and acknowledges that BOARD, by this AGREEMENT, makes no representation as to the operability or fitness for any use, safety, efficacy, approvability by regulatory authorities, time and cost of development, patentability, and/or breadth of the LICENSED SUBJECT MATTER. BOARD, by this AGREEMENT, also makes no representation as to whether there are any patents now held, or which will be held, by others or by BOARD which may be dominant or subordinate to PATENT RIGHTS, nor does BOARD make any representation that the inventions contained in PATENT RIGHTS do not infringe any other patents now held or that will be held by others or by BOARD.

3.4 LICENSEE, by execution hereof, acknowledges, covenants and agrees that it has not been induced in any way by BOARD, SYSTEM, UT SOUTHWESTERN or its employees to enter into this AGREEMENT, and further warrants and represents that (1) it has conducted sufficient due diligence with respect to all items and issues pertaining to this AGREEMENT; and (2) LICENSEE has adequate knowledge and expertise, or has utilized knowledgeable and expert consultants, to adequately conduct the due diligence, and agrees to accept all risks inherent herein.

4. LICENSE

4.1 BOARD hereby grants to LICENSEE a worldwide, royalty-bearing, exclusive license under LICENSED SUBJECT MATTER to manufacture, have manufactured, use, import, offer for SALE and/or SELL LICENSED PRODUCTS for use within FIELD. This grant is subject to the payment by LICENSEE to BOARD of all consideration as provided herein, and is further subject to rights retained by BOARD to:

a. publish the general scientific findings from research related to LICENSED SUBJECT MATTER subject to the terms of Article 12, Confidential Information;

b. use LICENSED SUBJECT MATTER for research, teaching and other educationally-related purposes; and

c. transfer LICENSED SUBJECT MATTER to academic or research institutions for non-commercial research use with prior written consent from LICENSEE, which consent will not be unreasonably withheld or delayed.

4.2 LICENSEE may extend the license granted herein to any AFFILIATE if the AFFILIATE consents in writing to be bound by this AGREEMENT to the same extent as LICENSEE. LICENSEE must deliver to BOARD a true and accurate copy of such written agreement, and any modification or termination thereof, within 30 days after execution, modification or termination.

4.3 LICENSEE may grant sublicenses consistent with this AGREEMENT if LICENSEE is responsible for all obligations under this AGREEMENT including the payment obligations relating to sublicensees pursuant to Article 5 as if they were those of LICENSEE, whether or not such payments are made by the sublicensee to LICENSEE. LICENSEE must deliver to BOARD a true and correct copy of each sublicense granted by LICENSEE, and any modification or termination thereof, within 30 days after execution, modification, or termination. If this AGREEMENT is terminated, BOARD and UT SOUTHWESTERN agree to accept as successors to LICENSEE existing sublicensees in good standing at the date of termination, provided that the sublicensees consent in writing to be bound by all the terms and conditions of this AGREEMENT.

5. PAYMENTS AND REPORTS

5.1 In consideration of rights granted by BOARD to LICENSEE under this AGREEMENT, LICENSEE will pay BOARD the following:

a. a non-refundable license documentation fee in the amount of $10,000.00, due and payable within 30 days of LICENSEE'S receipt of a fully executed AGREEMENT from BOARD;

b. an annual license reissue fee in the amount of [***], due and payable on each anniversary of the EFFECTIVE DATE beginning on the first anniversary;

c. a running royalty equal to [***] of NET SALES;

d. milestone fees according to the table below, due and payable within 30 days of each milestone event for a LICENSED PRODUCT:

Milestone Event	Milestone Fee
Initiation of PHASE 1 CLINICAL STUDIES	[***]
Initiation of PHASE 2 CLINICAL STUDIES	[***]
Initiation of PHASE 3 CLINICAL STUDIES	[***]
Filing of a new drug application	[***]
Regulatory Approval	[***]

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

For the purpose of this Section 5.1e, “Initiation” means the date the first patient is dosed by or on behalf of LICENSEE;

e. if LICENSEE is required to pay royalties to a third party under patents owned by such third party to manufacture, have manufactured, use, import, offer for SALE and/or SELL LICENSED PRODUCTS for use within FIELD, then LICENSEE may reduce the royalty payment owed to BOARD on the same LICENSED PRODUCT under Section 5.1c by [***] of the royalty paid to such third party, but in no event shall such reduction, alone or in combination with a reduction as described in Section 5.1f, result in a royalty of [***] of the royalties due pursuant to Section 5.1c;

f. if LICENSEE is required to pay royalties on a LICENSED PRODUCT under any other license agreement between BOARD and LICENSEE covering any patents naming Philip Thorpe as inventor and developed at UT SOUTHWESTERN before the EFFECTIVE DATE, then LICENSEE may reduce the royalty payment owed to BOARD on the same LICENSED PRODUCT under Section 5.1c by [***] paid to BOARD under such other license agreement, but in no event shall such reduction, alone or in combination with a reduction as described in Section 5.1e, result in a royalty of less than [***] of the royalties due pursuant to Section 5.1c;

g. all out-of-pocket expenses paid by UT SOUTHWESTERN prior to the EFFECTIVE DATE in filing, prosecuting and maintaining PATENT RIGHTS. All future expenses will be paid in accordance with Paragraph 13.3;

h. a sublicense fee of [***] of all consideration received by LICENSEE from any sublicensee pursuant to Paragraph 4.3 above, including but not limited to, marketing, distribution, franchise, option, annual license or license renewal fees and bonus and milestone payments, other than development milestones, and expressly excluding any up-front cash payments, milestones payments for development milestone events, including, but not limited to, those listed in Section 5.1d, royalties on NET SALES and research and development money, within 30 days of LICENSEE’S receipt of any such consideration. In the event any such consideration is paid to LICENSEE in the form of equity securities, the value of such equity securities will be calculated as the average market value of the class of stock involved for 5 consecutive days preceding the transfer to LICENSEE, if a public market exists for same, or if no public market exists the price of such equity securities on the date of transfer to LICENSEE as determined by the sublicensee's board of directors. In cases where the sublicense or assignment agreement calls for payment to LICENSEE of a premium over the market value, BOARD will also share [***] of the premium paid to LICENSEE. In the event a sublicense agreement includes the type of consideration covered under this Section 5.1h for a combination of LICENSED SUBJECT MATTER and LICENSEE’S other technologies, the amount due will be reasonably determined by the parties based on the relative value of LICENSED SUBJECT MATTER and LICENSEE’S additional technology; and

i. a sublicense fee of [***] of any up-front cash payment, including any initial license, license issuance or documentation fees, or [***], whichever is less, received by LICENSEE from any sublicensee pursuant to Paragraph 4.3 above within 30 days of LICENSEE’s receipt of any such consideration. For the avoidance of doubt, in the event that LICENSEE does not receive any up-front cash payment in connection with any sublicense agreement, [***] shall be due by LICENSEE under this Section 5.1i. In the event a sublicense agreement includes the type of consideration covered under this Section 5.1i for a combination of LICENSED SUBJECT MATTER and LICENSEE’S other technologies, the amount due will be reasonably determined by the parties based on the relative value of LICENSED SUBJECT MATTER and LICENSEE’S additional technology.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

5.2 In the event payments to BOARD due under Article 5 are late in excess of 30 days, a penalty equal to the lesser of 5% and the maximum rate allowed by applicable law of the amount due will be assessed and due additionally from LICENSEE for each such late payment, provided, however, that in the event there is a bona fide dispute as to whether such payment is due such 30 day period shall be tolled.

5.3 No multiple royalties shall be payable in the event that any LICENSED PRODUCT(S) or the manufacture, use or sale thereof is covered by more than one patent or patent application included in the PATENT RIGHTS.

5.4 During the term of this AGREEMENT and for 1 year thereafter, LICENSEE agrees to keep, and to require each of its sublicensees to keep, complete and accurate records of, respectively, its and its sublicensees' SALES and NET SALES under the license granted in this AGREEMENT in sufficient detail to enable the royalties payable hereunder to be determined. LICENSEE agrees to permit an independent accounting firm selected by BOARD and approved by LICENSEE, such approval not to be unreasonably withheld, at BOARD's request and expense and with 14 days written notice, to examine its books, ledgers, and records during regular business hours, but not more than once in any 12-month period, for the purpose of and to the extent necessary to verify any report required under this AGREEMENT. If the amounts due to BOARD are determined to have been underpaid by 10% or more in any given calendar quarter, LICENSEE will pay the cost of the examination and all overdue amounts with accrued interest at the highest allowable rate, provided that such independent accounting firm first agrees in writing to treat all information learned in connection with such examination as LICENSEE's confidential information, in accordance with Article 12 hereof.

5.5 Within 30 days after March 31, June 30, September 30, and December 31 of each year of the valid term of this AGREEMENT, beginning immediately after the first SALE of a LICENSED PRODUCT, LICENSEE must deliver to BOARD a true and accurate written report, even if no payments are due BOARD, giving the particulars of the business conducted by LICENSEE and its sublicensee(s), if any exist, during the preceding calendar quarter under this AGREEMENT as are pertinent to calculating payments hereunder. Such reports will be on a per-country and per-product basis and presented substantially in the form as shown in the attached Exhibit 2. Simultaneously with the delivery of each report, LICENSEE must pay to BOARD the amount due, if any, for the period of each report.

5.6 On or before January 1 of each year, irrespective of having a first SALE or offer for SALE, LICENSEE must deliver to BOARD a written progress report as to LICENSEE'S (and any sublicensee's) efforts and accomplishments during the preceding year in diligently commercializing LICENSED SUBJECT MATTER and LICENSEE'S (and sublicensee's) commercialization plans for the upcoming year.

5.7 All amounts payable under this AGREEMENT by LICENSEE must be paid in United States dollars without deductions for taxes, assessments, fees, or charges of any kind (except such deductions as are expressly permitted in accordance with the definition of NET SALES). Royalties accruing on SALES in countries other than the United States must be paid in United States dollars in amounts based on the rate of exchange as quoted in the Wall Street Journal ("WSJ") as of the last business day of the reporting period. If the WSJ does not publish any such rate, a comparable rate publication will be agreed upon from time to time by the parties, and with respect to each country for which such rate is not published by the WSJ or in a comparable publication, the parties will use the prevailing rate for bank cable transfers for such date, as quoted by leading United States banks in New York City dealing in the foreign exchange market.

5.8 All payments must be payable to UT SOUTHWESTERN and sent to the address listed in Paragraph 15.2.

6. TERM AND TERMINATION

6.1 The term of this AGREEMENT shall commence on the EFFECTIVE DATE, and this AGREEMENT shall continue in full force and effect, on a country-by-country, LICENSED PRODUCT-by-LICENSED PRODUCT basis, until the later of (i) the final abandonment of all pending patent applications within the PATENT RIGHTS, or (ii) the expiration of the last to expire patent within the PATENT RIGHTS.

6.2 Any time after 3 years from the EFFECTIVE DATE, BOARD and UT SOUTHWESTERN have the right to terminate this license in any national political jurisdiction if LICENSEE, within 90 days after receiving written notice from UT SOUTHWESTERN of the intended termination, fails to provide written evidence reasonably satisfactory to UT SOUTHWESTERN that LICENSEE or its sublicensee(s) has:

a. SALES in such jurisdiction; or

b. an effective, ongoing and active research, development, manufacturing, marketing or sales program as appropriate, directed toward obtaining regulatory approval, and/or production and/or SALES in any jurisdiction in accordance with LICENSEE'S business, legal, medical and scientific judgment and LICENSEE'S normal practices and procedures for products having similar technical and commercial potential.

6.3 This AGREEMENT will earlier terminate:

a. automatically if LICENSEE becomes bankrupt and/or if the business of LICENSEE is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of LICENSEE or otherwise; or

b. upon 7 days written notice from BOARD if LICENSEE becomes insolvent unless, before the end of the 7 day period, LICENSEE provides BOARD with evidence of its solvency (for the purposes of this Section 6.3b, the term "insolvent" means substantially unable to pay its debts when they come due continuing for a period of 60 days or longer, and expressly excludes the failure to pay such debts for any other reason such as a billing discrepancy or a bona fide dispute); or

c. upon 30 days written notice from BOARD if LICENSEE breaches or defaults on its obligation to make payments (if any are due) or reports, in accordance with the terms of Article 5 hereunder, unless, before the end of the 30 day period, LICENSEE has cured the breach or default and so notifies BOARD, stating the manner of the cure; or

d. upon 90 days written notice if LICENSEE breaches or defaults on any other obligation under this AGREEMENT, unless, before the end of the 90 day period, LICENSEE has cured the breach or default and so notifies BOARD, stating the manner of the cure; or

e. at any time by mutual written agreement between LICENSEE, UT SOUTHWESTERN and BOARD and subject to any terms herein which survive termination unless otherwise agreed by the parties in writing; or

f. at any time by LICENSEE upon 90 days written notice to all parties and subject to any terms herein which survive termination; or

g. under the provisions of Paragraph 6.2 if invoked.

6.4 Unless otherwise agreed by the parties in writing, if this AGREEMENT is terminated for any reason:

a. nothing herein will be construed to release either party of any obligation matured prior to the effective date of the termination;

b. after the effective date of the termination, LICENSEE will provide BOARD with a written inventory of all LICENSED PRODUCTS in process of manufacture, in use or in stock. LICENSEE, AFFILIATE or any sublicensee may SELL any such LICENSED PRODUCTS within the 90 day period following such termination if LICENSEE pays earned royalties thereon, and any other amount due pursuant to the terms of Article 5; and

c. Each party, as applicable, will be bound by the provisions of Articles 10 (Indemnification And Insurance), 11 (Use Of Name), and 12 (Confidential Information) of this AGREEMENT.

7. INFRINGEMENT BY THIRD PARTIES

7.1 LICENSEE, at its expense, may enforce PATENT RIGHTS against infringement in the FIELD by third parties and is entitled to retain recovery from such enforcement, provided, however, that after LICENSEE recovers it reasonable out-of-pocket legal expenses incurred in such enforcement, any recovery for actual damages or a reasonable royalty in lieu thereof will be considered NET SALES and subject to royalty payments pursuant to Section 5.1c. If LICENSEE does not file suit against a substantial infringer of PATENT RIGHTS within 6 months of knowledge thereof and has not entered into good faith negotiations to sublicense such infringer, and such infringement has not otherwise ceased, then BOARD may enforce PATENT RIGHTS on behalf of itself and LICENSEE at BOARD'S sole expense, BOARD retaining all recoveries from such enforcement and/or reducing the license granted hereunder to non-exclusive with respect to the relevant patent(s).

7.2 In any infringement suit or dispute, the parties agree to cooperate fully with each other. At the request and expense of the party bringing suit, the other party will permit access to all relevant personnel, records, papers, information, samples, specimens, etc., during regular business hours.

8. ASSIGNMENT

Except in connection with a merger, consolidation, reorganization or acquisition, or the sale of all, or substantially all, of LICENSEE'S assets to which this AGREEMENT relates to a third party with written notice to UT SOUTHWESTERN, LICENSEE may not assign this AGREEMENT without the prior written consent of BOARD, which will not be unreasonably withheld.

9. PATENT MARKING

LICENSEE must permanently and legibly mark all products, packaging and documentation manufactured or SOLD by it under this AGREEMENT with a patent notice as may be permitted or required under Title 35, United States Code.

10. INDEMNIFICATION AND INSURANCE

10.1 LICENSEE agrees to hold harmless and indemnify BOARD, INVENTORS, SYSTEM, UT SOUTHWESTERN, its Regents, officers, employees and agents (collectively, "Indemnitees") from and against any claims, demands, or causes of action whatsoever, relating to this AGREEMENT, brought by any third party, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by LICENSEE, its AFFILIATES or their officers, employees, agents or representatives. The obligations of LICENSEE stated in this Paragraph 10.1 shall apply only if an Indemnitee promptly notifies LICENSEE in writing following receipt of written notice of any claim or suit brought against Indemnitee in respect of which Indemnitee intends to invoke the provisions of this Paragraph 10.1. Subject to the statutory duties of the Texas Attorney General, LICENSEE shall have the right to control the defense of any such action, including the right to select counsel to defend an Indemnitee and LICENSEE and to settle any claim or suit with the approval of SYSTEM and UT SOUTHWESTERN, which approval will not be unreasonably withheld, conditioned or delayed. LICENSEE shall keep the Indemnitee informed on a regular basis of its defense of any claims pursuant to this Paragraph 10.1.

10.2 Beginning at the time when any LICENSED PRODUCT is being distributed or SOLD (including for the purpose of obtaining regulatory approvals) by LICENSEE or by a sublicensee, LICENSEE will, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than $2,000,000 per incident and $2,000,000 annual aggregate, and LICENSEE will use reasonable efforts to have the BOARD, SYSTEM, UT SOUTHWESTERN, its officers, employees and agents named as additional insureds. Such commercial general liability insurance will provide (i) product liability coverage; (ii) broad form contractual liability coverage for LICENSEE'S indemnification under this AGREEMENT; and (iii) coverage for litigation costs. The minimum amounts of insurance coverage required will not be construed to create a limit of LICENSEE'S liability with respect to its indemnification under this AGREEMENT.

10.3 LICENSEE will provide BOARD with written evidence of such insurance upon BOARD'S request. LICENSEE will provide BOARD with written notice of at least 15 days prior to the cancellation, non-renewal or material change in such insurance.

10.4 LICENSEE will maintain such commercial general liability insurance beyond the expiration or termination of this AGREEMENT during (i) the period that any LICENSED PRODUCT developed pursuant to this AGREEMENT is being commercially distributed or SOLD by LICENSEE or by a sublicensee or agent of LICENSEE; and (ii) the 5 year period immediately after such period.

11. USE OF NAME

LICENSEE may not use the name of UT SOUTHWESTERN, SYSTEM, INVENTORS or BOARD without express written consent from the respective party except as required by governmental law, rule or regulation. Consent for UT SOUTHWESTERN, SYSTEM and/or BOARD should be requested in writing at least 5 business days in advance and sent to:

Roy Bode
Vice President for Public Affairs
UT Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-8588
Email: Roy.Bode@UTSouthwestern.edu
Phone: 214-648-7500
Fax: 214-648-7503

12. CONFIDENTIAL INFORMATION

12.1 The parties agree that all information forwarded to one by the other for the purposes of this AGREEMENT (1) are to be received in strict confidence, (2) are to be used only for the purposes of this AGREEMENT, and (3) are not to be disclosed by the recipient party, its agents or employees without the prior written consent of the other party, except to the extent that the recipient party can establish competent written proof that such information:

a. was in the public domain at the time of disclosure;

b. later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns;

c. was lawfully disclosed to the recipient party by a third party having the right to disclose it;

d. was already known by the recipient party prior to disclosure by the disclosing party;

e. was independently developed by the recipient; or

f. is required by law or regulation to be disclosed, provided however, that the disclosing party shall first give the other party written notice and adequate opportunity to object to such order for disclosure or to request confidential treatment.

12.2 Information shall not be deemed to be available to the public or to be in the recipient's possession merely because it:

a. includes information that falls within an area of general knowledge available to the public or to the recipient (i.e., it does not include the specific information provided by the other party); or

b. can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or to the recipient, if not one of those sources actually taught or suggested the entire combination, together with its meaning and importance.

12.3 Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. This obligation shall exist while this AGREEMENT is in force and for a period of 3 years thereafter.

13. PATENTS AND INVENTIONS

13.1 BOARD, UT SOUTHWESTERN and LICENSEE will select the patent attorney, patent agent and/or law firm responsible for searching, filing, prosecuting and maintaining patent applications and patents for LICENSED SUBJECT MATTER, such attorney, agent and/or law firm to be reasonably acceptable to BOARD, UT SOUTHWESTERN and LICENSEE.

13.2 If after consultation, both parties agree that a patent application should be filed for LICENSED SUBJECT MATTER, BOARD will authorize the preparation and filing of the appropriate patent application and such application will be considered PATENT RIGHTS. If LICENSEE does not respond or make an effort to agree with BOARD on the disposition of rights in the subject invention, then BOARD may file an application at its own expense and LICENSEE will have no rights to such invention or any patent application or resulting patents.

13.3 LICENSEE will directly pay all costs for searching, filing, prosecuting and maintaining PATENT RIGHTS that accrue after the EFFECTIVE DATE. Unless LICENSEE is handling such matters internally using its own employees, consultants or agents, LICENSEE will provide UT SOUTHWESTERN with evidence of payment of such costs within 30 days of LICENSEE'S receipt of invoices. LICENSEE will notify UT SOUTHWESTERN if it does not intend to pay any such costs at least 90 days prior to the deadline for such payment. If LICENSEE (1) notifies BOARD that it does not intend to pay costs associated with any patent application and/or patent under PATENT RIGHTS; or (2) fails to pay costs in a timely manner, then LICENSEE will have no further rights under this AGREEMENT to such patent application and/or patent.

13.4 LICENSEE will arrange to provide UT SOUTHWESTERN a copy of all patent applications filed for LICENSED SUBJECT MATTER for which LICENSEE has paid the cost as well as copies of any patent related communications, including, but not limited to, office actions, responses and, if applicable, invoices. The parties each have the right to review and comment upon the wording of specifications, claims and responses to office actions prior to their submission to the appropriate patent office.

14. ALTERNATE DISPUTE RESOLUTION

Any dispute or controversy arising out of or relating to this AGREEMENT, its construction or its actual or alleged breach will be decided by mediation. If the mediation does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, arbitration, conducted in the city of Dallas, Texas in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The arbitration panel will include members knowledgeable in the evaluation of biotechnology. Judgment upon the award rendered may be entered in the highest court or forum having jurisdiction, state or federal. The provisions of this Article 14 will not apply to decisions on the validity of patent claims or to any dispute or controversy as to which any treaty or law prohibits such arbitration. The decision of the arbitration must be sanctioned by a court of law having jurisdiction to be binding upon and enforceable by the parties.

15. GENERAL

15.1 This AGREEMENT constitutes the entire and only agreement between the parties for LICENSED SUBJECT MATTER and all other prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing these terms may be made except by a written document signed by both parties.

15.2 Any payments required by this AGREEMENT must be payable to UT SOUTHWESTERN and sent to:

UT Southwestern Medical Center at Dallas
Office for Technology Development
5323 Harry Hines Boulevard
Dallas, Texas 75390-9094
ATTENTION: Director for Technology Transfer

15.3 Any notice required by this AGREEMENT must be given by email or facsimile transmission confirmed by personal delivery (including delivery by reputable courier services such as Federal Express) or by prepaid, first class, certified mail, return receipt requested, addressed in the case of BOARD and UT SOUTHWESTERN to:

UT Southwestern Medical Center at Dallas
Office for Technology Development
5323 Harry Hines Boulevard
Dallas, Texas 75390-9094
ATTENTION: Director for Technology Transfer
Email: TechnologyDevelopment@UTSouthwestern.edu
Phone: (214) 648-1888
Fax: (214) 648-1889

or in the case of LICENSEE to:

Peregrine Pharmaceuticals, Inc.
14272 Franklin Avenue, Suite 100
Tustin, California 92780
ATTENTION: Steven King, Ph.D.
Email: sking@peregrineinc.com
Phone: (714) 508-6000
Fax: (714) 838-5817

or other addresses as may be given from time to time under the terms of this notice provision.

15.4 LICENSEE must comply with all applicable national, state and local laws and regulations in connection with its activities pursuant to this AGREEMENT.

15.5 This AGREEMENT will be construed and enforced in accordance with the laws of the United States of America and of the State of Texas. The Texas state courts of Dallas County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this AGREEMENT, and LICENSEE hereby consents to the jurisdiction of such courts.

15.6 Failure by either party to enforce a right under this AGREEMENT will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

15.7 Headings are included herein for convenience only and shall not be used to construe this AGREEMENT.

15.8 If any part of this AGREEMENT is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

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15.9 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this AGREEMENT for failure or delay in fulfilling or performing any term of this AGREEMENT when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By /s/ John A. Roan
John A. Roan
Executive Vice President for Business Affairs
UT Southwestern Medical Center at Dallas

Date 9-3-05

PEREGRINE PHARMACEUTICALS, INC.

By /s/ Steven W. King
Steven W. King
President and CEO

Date 29 August 2005

Approved as to Content:

By /s/ Dennis K. Stone
Dennis K. Stone, M.D.
Vice President for Technology Development
UT Southwestern Medical Center at Dallas

Date 9/2/05

EXHIBIT 1

PATENT RIGHTS

a. U.S. Provisional Patent Application Number 60/396,263, filed July 15, 2002, now lapsed, entitled “Antibodies and Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Viral Inhibition & Disease Treatment” (UT SOUTHWESTERN file reference UTSD:0892 PZ1);

b. U.S. Patent Application Number 10/642,120, filed August 15, 2003, entitled “Methods For Treating Viral Infections Using Antibodies To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0892 US);

c. U.S. Patent Application Number 10/642,060, filed August 15, 2003, entitled “Combinations and Kits for Treating Viral Infections Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0892-1 US);

d. U.S. Patent Application Number 10/642,119, filed August 15, 2003, entitled “Methods for Treating Viral Infections Using Immunoconjugates to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0892-2 US);

e. U.S. Patent Application Number 10/642,124, filed August 15, 2003, entitled “Compositions for Treating Viral Infections Using Immunoconjugates to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0892-3 US);

f. U.S. Patent Application Number 10/642,122, filed August 15, 2003, entitled “Combinations and Kits for Treating Viral Infections Using Immunoconjugates To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0892-4 US);

g. Australian Patent Application Number 2003247869, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 AU);

h. Brazilian Patent Application Number PI0312692-7, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 BR);

i. Canadian Patent Application Number 2,491,310, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 CA);

j. Chinese Patent Application Number 03816751.4, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 CN);

k. European Patent Application Number 03764600.7, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 EP);

l. Hong Kong Patent Application, based upon European Patent Application Number 03764600.7, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 HK);

m. Israeli Patent Application Number 16526, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 IL);

n. Indian Patent Application Number 416/DELNP/2005, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 IN);

o. Japanese Patent Application Number 2004-521771, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 JP);

p. South Korean Patent Application Number 2005-700602, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 KR);

q. Mexican Patent Application Number PA/a/2005/000652, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 MX);

r. New Zealand Patent Application Number 537690, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 NZ);

s. Singapore Patent Application Number 200500378-5, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 SG);

t. South African Patent Application Number 2005/0363, effective filing date July 15, 2003, entitled “Selected Antibodies and Duramycin Peptides Binding to Anionic Phospholipids and Aminophospholipids and Their Use in Treating Viral Infections and Cancer” (UT SOUTHWESTERN file reference UTSD:0893 ZA);

u. U.S. Patent Application Number 10/621,269, filed July 15, 2003, entitled “Selected Antibody Compositions For Binding To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893 US);

v. U.S. Patent Application Number 10/620,850, filed July 15, 2003, entitled “Selected Antibody Compositions and Methods For Binding To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-1 US);

w. U.S. Patent Application Number 10/642,071, filed August 15, 2003, entitled “Cancer Treatment Methods Using Selected Antibodies to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD: 893-2 US);

x. U.S. Patent Application Number 10/642,058, filed August 15, 2003, entitled “Combined Cancer Treatment Methods Using Selected Antibodies to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-3 US);

y. U.S. Patent Application Number 10/642,118, filed August 15, 2003, entitled “Selected Antibody CDRs for Binding To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-4 US);

z. U.S. Patent Application Number 10/642,064, filed August 15, 2003, entitled “Liposomes Coated with Selected Antibodies That Bind to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-5 US);

aa. U.S. Patent Application Number 10/642,116, filed August 15, 2003, entitled “Combinations and Kits For Cancer Treatment Using Selected Antibodies to Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-6 US);

bb. U.S. Patent Application Number 10/642,099, filed August 15, 2003, entitled “Selected Immunoconjugates for Binding To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-7 US);

cc. U.S. Patent Application Number 10/642,065, filed August 15, 2003, entitled “Cancer Treatment Methods Using Selected Immunoconjugates For Binding To Aminophospholipids” (UT SOUTHWESTERN file reference UTSD:0893-8 US);

dd. International Patent Application Number PCT/US03/21925, filed July 15, 2003, entitled “Selected Antibodies & Duramycin Peptides Binding to Anionic Phospholipids & Aminophospholipids & Their Use in Treating Viral Infections & Cancer” (UT SOUTHWESTERN file reference UTSD:0893 WO);

ee. U.S. Patent Application Number 10/642,059, filed August 15, 2003, entitled “Compositions Comprising Cell-Impermeant Duramycin Derivatives” (UT SOUTHWESTERN file reference UTSD:0968 US);

ff. U.S. Patent Application Number 10/642,117, filed August 15, 2003, entitled “Anti-Viral Treatment Methods Using Phosphatidylethanolamine-Binding Peptide Derivatives” (UT SOUTHWESTERN file reference UTSD:0968-1 US);

gg. U.S. Patent Application Number 10/642,121, filed August 15, 2003, entitled “Compositions Comprising Phosphatidylethanolamine-Binding Peptides Linked to Anti-Viral Agents” (UT SOUTHWESTERN file reference UTSD:0968-2 US); and

hh. U.S. Patent Application Number 10/642,100, filed August 15, 2003, entitled “Anti-Viral Treatment Methods Using Phosphatidylethanolamine-Binding Peptides Linked to Anti-Viral Agents” (UT SOUTHWESTERN file reference UTSD:0968-3 US).

EXHIBIT 2

ROYALTY REPORT

Period: / / through / /

Licensee:_____ Agreement #: **L0892.Peregrine$**

If license covers several product lines, please prepare a separate report for each product line. Then combine all product lines into a summary report.

Report Type: o Single Product Line Report: _____
(Product Name)

o Multi-Product Summary Report (Page 1 of __ pages)

Country	**Quantity Produced**	**Gross Sales ($)**	***Less Allowances**	**Net Sales ($)**	**Royalty Rate**	**Conversion Rate (if applicable)**	**Royalties Due this period(US$)**
USA							
Canada							
Japan							
Other:							
Sublicensees:							
_____							
_____							

Subtotal: _____
Less Advanced Royalty Balance (if any): _____
TOTAL ROYALTIES DUE THIS PERIOD: _____

* Please indicate in the following space the specific types of deductions and the corresponding amounts used to calculate Allowances:

Prepared by -- Name:_____
Title:_____
Date:_____

Mail completed report and royalty payment (make checks payable to: UT SOUTHWESTERN) to:

UT Southwestern Medical Center at Dallas
Office for Technology Development
5323 Harry Hines Boulevard
Dallas, Texas 75390-9094
ATTN: Director for Technology Development

Exhibit 10.18

AMENDMENT No. 1 TO EXCLUSIVE PATENT LICENSE AGREEMENT

This Amendment No. 1 to Exclusive Patent License Agreement (AMENDMENT ONE) is made and entered into as of June 1, 2009 by and between Peregrine Pharmaceuticals, Inc. (LICENSEE) and the Board of Regents (BOARD) of The University of Texas System (SYSTEM).

RECITALS

A. LICENSEE and BOARD entered into an Exclusive Patent License Agreement effective as of August 18, 2005 (3G4 AGREEMENT).

B. LICENSEE and BOARD wish to amend the terms of the 3G4 AGREEMENT to revise the royalty provisions as set forth below.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section 5.1c of the 3G4 AGREEMENT shall be revised to read in its entirety as follows:

   "c. a running royalty equal to [***] of NET SALES, provided however, if a royalty is payable on the same LICENSED PRODUCT under any other license agreement between BOARD and LICENSEE covering patents naming Philip Thorpe as inventor and developed at UT SOUTHWESTERN, then LICENSEE shall pay either (i) the royalty on NET SALES of such LICENSED PRODUCT under this AGREEMENT, or (ii) the royalty due on such LICENSED PRODUCT under such other agreement, whichever is higher;"

2. Section 5.1f of the 3G4 AGREEMENT shall be deleted in its entirety and subsequent Sections 5.1g, 5.1h, and 5.1i shall be renumbered 5.1f, 5.1g and 5.1h respectively.

3. Except as expressly provided in this AMENDMENT ONE, all other terms, conditions and provisions of the 3G4 AGREEMENT shall continue in full force and effect as provided therein.

4. This AMENDMENT ONE may be executed in counterparts, each of which shall be deemed original, and in aggregate shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this AMENDMENT ONE shall be deemed to constitute due and sufficient delivery of such counterpart.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

IN WITNESS WHEREOF, LICENSEE and BOARD have entered into this AMENDMENT ONE effective as of the date first set forth above.

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By /s/ John A. Roan
John A. Roan
Executive Vice President for Business Affairs
UT Southwestern Medical Center at Dallas

Date 7/23/09

PEREGRINE PHARMACEUTICALS, INC.

By /s/ Steven W. King
Steven W. King
President and CEO

Date 7-10-09

Approved as to Content:

By /s/ Dennis K. Stone
Dennis K. Stone, M.D.
Vice President for Technology Development
UT Southwestern Medical Center at Dallas

Date 7/21/09

Exhibit 10.19

EXCLUSIVE PATENT LICENSE AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS SYSTEM
AND
PEREGRINE PHARMACEUTICALS, INC.

THIS Agreement (AGREEMENT) is between the Board of Regents (BOARD) of The University of Texas System (SYSTEM), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, on behalf of the University of Texas Southwestern Medical Center at Dallas (UT SOUTHWESTERN), a component institution of SYSTEM, and Peregrine Pharmaceuticals, Inc. (LICENSEE), a Delaware corporation having a principal place of business located at 14272 Franklin Avenue, Suite 100, Tustin, California 92780.

RECITALS

A. BOARD owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT MATTER, which were developed at UT SOUTHWESTERN.

B. BOARD desires to have the LICENSED SUBJECT MATTER developed and used for the benefit of LICENSEE, INVENTORS, BOARD, and the public as outlined in BOARD's Intellectual Property Policy.

C. BOARD and LICENSEE entered into a Patent License Agreement effective October 8, 1998 (PATENT AGREEMENT) and a Coagulation Patent License Agreement effective October 8, 1998 (COAGULATION PATENT AGREEMENT).

D. LICENSEE wishes to obtain a license from BOARD to practice LICENSED SUBJECT MATTER.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

1. EFFECTIVE DATE

This AGREEMENT is effective August 1, 2001 (EFFECTIVE DATE).

2. DEFINITIONS

As used in this AGREEMENT, the following terms have the meanings indicated:

2.1 **AFFILIATE** means any business entity more than 50% owned by LICENSEE, any business entity which owns more than 50% of LICENSEE, or any business entity that is more than 50% owned by a business entity that owns more than 50% of LICENSEE.

2.2 **FIELD** means all therapeutic and diagnostic uses.

2.3 **INVENTOR(S)** means Philip Thorpe and Sophia Ran.

2.4 **LICENSED PRODUCT** means any product or service comprising LICENSED SUBJECT MATTER pursuant to this AGREEMENT.

2.5 **LICENSED SUBJECT MATTER** means inventions, discoveries and processes covered by PATENT RIGHTS and/or TECHNOLOGY RIGHTS within FIELD.

2.6 **NET SALES** means the gross revenues received by LICENSEE, its AFFILIATES and/or sublicensees from the SALE of LICENSED PRODUCTS less sales and/or use taxes actually paid, import and/or export duties actually paid, outbound transportation prepaid or allowed, and amounts allowed or credited due to returns (not to exceed the original billing or invoice amount).

In the event that LICENSED PRODUCTS are SOLD in the form of a combination product containing one or more active ingredients other than LICENSED PRODUCTS, NET SALES for such combination products shall be calculated by multiplying actual NET SALES of the combination product by the fraction A/(A+B) where A is the invoice price of the LICENSED PRODUCT if SOLD separately and B is the total invoice price of any other active component or components in the combination if SOLD separately by LICENSEE or sublicensee; provided, however that the resulting value of such NET SALES of combination products shall not be less than 50% of the value of the NET SALES of the LICENSED PRODUCTS had they been SOLD separately. If, on a country-by-country basis, the LICENSED PRODUCT and other active component or components in the combination are not SOLD separately in any country by LICENSEE or sublicensee, NET SALES for purposes of determining royalties on the combination product shall be calculated by multiplying actual NET SALES of such combination product by the fraction C/(C+D) where C is LICENSEE's or sublicensee's total actual cost of the LICENSED PRODUCT and D is the total actual cost of the other active ingredient(s) included in the combination product at such point; provided, however that the resulting value of such NET SALES of combination products shall not be less than 50% of the value of the actual cost of the LICENSED PRODUCTS.

2.7 **PATENT RIGHTS** means BOARD's rights in information or discoveries covered in patents, and/or patent applications, whether domestic or foreign, and all divisionals, continuations, continuations-in-part, reissues, reexaminations or extensions thereof, and any letters patent that issue thereon, as defined in Exhibit 1 attached hereto.

2.8 **SALE, SELL or SOLD** means the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE.

2.9 **TECHNOLOGY RIGHTS** means BOARD's rights in technical information, know-how, processes, procedures, compositions, devices, methods, formulas, protocols, techniques, software, designs, drawings or data created by INVENTORS at UT SOUTHWESTERN before the EFFECTIVE DATE relating to cancer treatment using antibodies to aminophospholipids which are not covered by PATENT RIGHTS but which are necessary for practicing the PATENT RIGHTS.

3. WARRANTY: SUPERIOR-RIGHTS

3.1 Except for the rights, if any, of the Government of the United States of America ("Government"), as set forth below, BOARD represents and warrants its belief that (1) it is the owner of the entire right, title, and interest in and to LICENSED SUBJECT MATTER, (2) it has the sole right to grant licenses thereunder, and (3) it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted to LICENSEE except as stated herein.

3.2 LICENSEE understands that the LICENSED SUBJECT MATTER may have been developed under a funding agreement with the Government and, if so, that the Government may have certain rights relative thereto. This AGREEMENT is explicitly made subject to the Government's rights under any pre-existing agreement and any applicable law or regulation. If there is a conflict between any such agreement, applicable law or regulation and this AGREEMENT, the terms of such Government agreement, applicable law or regulation shall prevail.

3.3 LICENSEE understands and acknowledges that BOARD, by this AGREEMENT, makes no representation as to the operability or fitness for any use, safety, efficacy, approvability by regulatory authorities, time and cost of development, patentability, and/or breadth of the LICENSED SUBJECT MATTER. BOARD, by this AGREEMENT, also makes no representation as to whether there are any patents now held, or which will be held, by others or by BOARD which may be dominant or subordinate to PATENT RIGHTS, nor does BOARD make any representation that the inventions contained in PATENT RIGHTS do not infringe any other patents now held or that will be held by others or by BOARD.

4. LICENSE

4.1 BOARD hereby grants to LICENSEE a worldwide, royalty-bearing, exclusive license under LICENSED SUBJECT MATTER to manufacture, have manufactured, use, import, offer for SALE, and/or SELL LICENSED PRODUCTS for use within FIELD. This grant is subject to the payment by LICENSEE to BOARD of all consideration as provided herein, and is further subject to rights retained by BOARD to:

a. publish the general scientific findings from research related to LICENSED SUBJECT MATTER subject to the terms of Article 13, Confidential Information; and

b. use LICENSED SUBJECT MATTER for research, teaching and other educationally-related purposes.

4.2 LICENSEE may extend the license granted herein to any AFFILIATE if the AFFILIATE consents in writing to be bound by this AGREEMENT to the same extent as LICENSEE. LICENSEE must deliver to BOARD a true and accurate copy of such written agreement, and any modification or termination thereof, within 30 days after execution, modification or termination.

4.3 LICENSEE may grant sublicenses consistent with this AGREEMENT if LICENSEE is responsible for all obligations under this AGREEMENT including the payment obligations relating to sublicensees pursuant to Article 5 as if they were those of LICENSEE, whether or not such payments are made by the sublicensee to LICENSEE. LICENSEE must deliver to BOARD a true and correct copy of each sublicense granted by LICENSEE, and any modification or termination thereof, within 30 days after execution, modification, or termination. If this AGREEMENT is terminated, BOARD and UT SOUTHWESTERN agree to accept as successors to LICENSEE existing sublicensees in good standing at the date of termination, provided that the sublicensees consent in writing to be bound by all the terms and conditions of this AGREEMENT.

5. PAYMENTS AND REPORTS

5.1 In consideration of rights granted by BOARD to LICENSEE under this AGREEMENT, LICENSEE will pay BOARD the following:

a. a non-refundable license documentation fee in the amount of $22,500.00 due and payable within 30 days of LICENSEE's receipt of a fully executed AGREEMENT from BOARD;

b. a minimum yearly royalty of [***] due and payable on January 1 of each year beginning January 1, 2002 and creditable against royalties due under 5.1c for the respective year;

c. a running royalty equal to [***] of NET SALES for LICENSED PRODUCTS, provided however, if LICENSEE pays royalties on a LICENSED PRODUCT under the COAGULATION PATENT AGREEMENT or the PATENT AGREEMENT, such royalties are creditable toward royalties due on the same LICENSED PRODUCT pursuant to this Section 5.1c, up to a total credit of [***] of NET SALES for LICENSED PRODUCTS;

d. milestone fees according to the table below, due and payable within 30 days of each milestone event for a LICENSED PRODUCT:

Milestone Event	**Milestone Fee**
Initiation of Phase I clinical trials	[***]
Initiation of Phase II clinical trials	[***]
Initiation of Phase III clinical trials	[***]
Filing of a new drug application	[***]
Regulatory Approval	[***]

For the purpose of this Section, "Initiation" means the date the first patient is dosed by or on behalf of LICENSEE;

e. a sublicense fee of [***] of all consideration, other than up-front cash payments, research and development money, milestones payments for development milestone events, including, but not limited to, those listed in Section 5.1d, and royalties on NET SALES, received by LICENSEE from either (1) any sublicensee pursuant to Section 4.3 herein above, or (2) any assignee pursuant to Article 9 hereinbelow, including but not limited to, marketing, distribution, franchise, option, license, or documentation fees, bonus and milestone payments other than development milestones, and the value of any equity securities received by LICENSEE less any amounts paid by LICENSEE for same, within 30 days of LICENSEE's receipt of any such consideration. The value of any equity securities will be calculated as the average market value of the class of stock involved for 5 consecutive days preceding the transfer to LICENSEE. In cases where the sublicense agreement calls for payment to LICENSEE of a premium over the market value, BOARD will also share [***] of the premium paid to LICENSEE; and

f. a sublicense fee of [***] of any up-front cash payment or [***], whichever is less, received by LICENSEE from either (1) any sublicensee pursuant to Section 4.3 herein above, or (2) any assignee pursuant to Article 9 hereinbelow within 30 days of LICENSEE's receipt of any such consideration.

5.2 In the event payments to BOARD due under Article 5 are late in excess of 30 days, a penalty of 5% of the amount due will be assessed and due additionally from LICENSEE for each such late payment.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

5.3 During the term of this AGREEMENT and for 1 year thereafter, LICENSEE agrees to keep, and to require each of its sublicensees to keep, complete and accurate records of, respectively, its and its sublicensees' SALES and NET SALES under the license granted in this AGREEMENT in sufficient detail to enable the royalties payable hereunder to be determined. LICENSEE agrees to permit an independent accounting firm selected by BOARD and approved by LICENSEE, such approval not to be unreasonably withheld, at BOARD's request and expense and with 14 days written notice, to examine its books, ledgers, and records during regular business hours, but not more than once in any calendar year, for the purpose of and to the extent necessary to verify any report required under this AGREEMENT. If the amounts due to BOARD are determined to have been underpaid by 10% or more, LICENSEE will pay the cost of the examination and all overdue amounts with accrued interest at the highest allowable rate, provided that such independent accounting firm first agrees in writing to treat all information learned in connection with such examination as LICENSEE's confidential information, in accordance with Article 13 hereof.

5.4 Within 30 days after March 31, June 30, September 30, and December 31, beginning immediately after the first SALE of a LICENSED PRODUCT, LICENSEE must deliver to BOARD a true and accurate written report, even if no payments are due BOARD, giving the particulars of the business conducted by LICENSEE and its sublicensee(s), if any exist, during the preceding 3 calendar months under this AGREEMENT as are pertinent to calculating payments hereunder. This report will include at least:

a. the total quantities of LICENSED PRODUCTS produced; and

b. the total SALES by country, product, quantity and extended dollars SOLD, and the conversion factor used to convert to United States dollars; and

c. the calculation of royalties thereon; and

d. the total royalties computed and due BOARD; and

e. all other amount due BOARD herein.

Simultaneously with the delivery of each report, LICENSEE must pay to BOARD the amount, if any, due for the period of each report.

5.5 On or before January 1 of each year, irrespective of having a first SALE or offer for SALE, LICENSEE must deliver to BOARD a written progress report as to LICENSEE's (and any sublicensee's) efforts and accomplishments during the preceding year in using reasonable diligence to commercialize (as defined in Section 7.2) LICENSED SUBJECT MATTER and LICENSEE's (and sublicensee's) commercialization plans for the upcoming year.

5.6 All amounts payable here by LICENSEE must be paid in United States dollars without deductions for taxes, assessments, fees, or charges of any kind. Royalties accruing on SALES in countries other than the United States must be paid in United States dollars in amounts based on the rate of exchange as quoted in the Wall Street Journal (WSJ) as of the last business day of the reporting period. If the WSJ does not publish any such rate, a comparable rate publication will be agreed upon from time to time by the parties, and with respect to each country for which such rate is not published by the WSJ or in a comparable publication, the parties will use the prevailing rate for bank cable transfers for such date, as quoted by leading United States banks in New York City dealing in the foreign exchange market. Checks must be payable to UT SOUTHWESTERN and sent to:

UT Southwestern Medical Center at Dallas
Office for Technology Development
5323 Harry Hines Boulevard
Dallas, Texas 75390-9094
ATTN: Director for Technology Development

6. SPONSORED RESEARCH

If LICENSEE desires to sponsor research for or related to the LICENSED SUBJECT MATTER, and particularly when LICENSEE receives payments for sponsored research pursuant to a sublicense agreement under this AGREEMENT, LICENSEE will in good faith consider funding the research at UT SOUTHWESTERN.

7. TERM AND TERMINATION

7.1 The term of this AGREEMENT is from the EFFECTIVE DATE to the full end of the term or terms for which PATENT RIGHTS have not expired or, if only TECHNOLOGY RIGHTS are licensed and no PATENT RIGHTS are applicable, for a period of 20 years.

7.2 Any time after 2 years from the EFFECTIVE DATE, BOARD and UT SOUTHWESTERN have the right to terminate this license in any national political jurisdiction if LICENSEE, within 90 days after receiving written notice from UT SOUTHWESTERN of the intended termination, fails to provide written evidence satisfactory to UT SOUTHWESTERN that LICENSEE or its sublicensee(s) has used reasonable diligence to commercialize or is using reasonable diligence in actively attempting to commercialize a licensed invention in such jurisdiction(s). The following definitions apply to Article 7: (1) “commercialize” means having SALES of LICENSED PRODUCTS in such jurisdiction; (2) “attempting to commercialize” means having SALES of LICENSED PRODUCTS or an effective, ongoing and active research, development, manufacturing, marketing or sales program as appropriate, directed toward obtaining regulatory approval, and/or production and/or SALES of LICENSED PRODUCTS in any jurisdiction in accordance with LICENSEE’s business, legal, medical and scientific judgment and LICENSEE’s normal practices and procedures for products having similar technical and commercial potential; and (3) “reasonable diligence” means diligence that is, in LICENSEE’s good faith judgment, commercially and scientifically reasonable with respect to the relevant geographical region(s) and LICENSED PRODUCT(s), it being expressly understood and agreed that it shall not constitute a failure of reasonable diligence if LICENSEE does not attempt to commercialize, does not commercialize, or ceases efforts to do so, in any region and with respect to any LICENSED PRODUCT where such commercialization would require a license of rights from a third party, which rights LICENSEE is unable to secure on commercially reasonable terms after having made a good faith effort to do so.

7.3 This AGREEMENT will earlier terminate:

a. automatically if LICENSEE becomes bankrupt or insolvent and/or if the business of LICENSEE is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of LICENSEE or otherwise; or

b. upon 30 days written notice from BOARD if LICENSEE breaches or defaults on its obligation to make payments (if any are due) or reports, in accordance with the terms of Article 5 hereunder, unless, before the end of the 30 day period, LICENSEE has cured the breach or default and so notifies BOARD, stating the manner of the cure; or

c. upon 90 days written notice if LICENSEE breaches or defaults on any other material obligation under this AGREEMENT, unless, before the end of the 90 day period, LICENSEE has cured the breach or default and so notifies BOARD, stating the manner of the cure; or

d. at any time by mutual written agreement between LICENSEE, UT SOUTHWESTERN and BOARD, upon 30 days written notice to all parties and subject to any terms herein which survive termination; or

e. under the provisions of Section 7.2 if invoked; or

f at any time by LICENSEE upon 30 days written notice to all parties and subject to any terms herein which survive termination.

7.4 If this AGREEMENT is terminated for any cause:

a. nothing herein will be construed to release either party of any obligation matured prior to the effective date of the termination;

b. after the effective date of the termination, LICENSEE will provide BOARD with a written inventory of all LICENSED PRODUCTS in process of manufacture, in use or in stock. LICENSEE may SELL any such LICENSED PRODUCTS within the 90 day period following such termination if it pays earned royalties thereon, and any other amount due pursuant to the terms of Article 5; and

c. LICENSEE will be bound by the provisions of Articles 11 (Indemnification), 12 (Use of Name), and 13 (Confidential Information) of this AGREEMENT.

8. INFRINGEMENT BY THIRD PARTIES

8.1 LICENSEE, at its expense, may enforce any patent exclusively licensed hereunder against infringement by third parties and it is entitled to retain recovery from such enforcement. After LICENSEE recovers it reasonable out-of-pocket legal expenses incurred in such enforcement LICENSEE must pay BOARD royalties due under Article 5 on any monetary recovery if the monetary recovery is for damages or a reasonable royalty in lieu thereof. If LICENSEE does not file suit against a substantial infringer of a patent within 6 months of knowledge thereof and has not entered into good faith negotiations to sublicense such infringer, and such infringement has not otherwise ceased, then BOARD may enforce any patent licensed hereunder on behalf of itself and LICENSEE at BOARD's sole expense, BOARD retaining all recoveries from such enforcement and/or reducing the license granted hereunder to non-exclusive with respect to the relevant patent(s).

8.2 In any infringement suit or dispute, the parties agree to cooperate fully with each other. At the request and expense of the party bringing suit, the other party will permit access to all relevant personnel, records, papers, information, samples, specimens, etc., during regular business hours.

9. ASSIGNMENT

Except in connection with a merger, consolidation, reorganization or acquisition, or the sale of all of substantially all of LICENSEE's assets to which this AGREEMENT relates to a third party, this AGREEMENT may not be assigned by LICENSEE without the prior written consent of BOARD, which will not be unreasonably withheld.

10. PATENT MARKING

LICENSEE must permanently and legibly mark all products, packaging and documentation manufactured or SOLD by it under this AGREEMENT with a patent notice as may be permitted or required under Title 35, United States Code.

11. INDEMNIFICATION

LICENSEE agrees to hold harmless and indemnify BOARD, INVENTORS, SYSTEM, UT SOUTHWESTERN, its Regents, officers, employees and agents (collectively, "Indemnitees") from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by LICENSEE, its AFFILIATES or their officers, employees, agents or representatives, except to the extent that such claims, demands, or causes of action are caused by, or arise out of, or result from, the negligence or intentional misconduct of an Indemnitee. The obligations of LICENSEE stated in this Article 11 shall apply only if an Indemnitee notifies LICENSEE in writing following receipt of written notice of any claim or suit brought against Indemnitee in respect of which Indemnitee intends to invoke the provisions of this Article 11. Subject to the statutory duties of the Texas Attorney General, LICENSEE shall have the right to control the defense of any such action, including the right to select counsel to defend an Indemnitee and LICENSEE, and to settle any claim. LICENSEE shall keep the Indemnitee informed on a current basis of its defense of any claims pursuant to this Article 11.

12. USE OF NAME

LICENSEE may not use the name of UT SOUTHWESTERN, SYSTEM, INVENTORS or BOARD without express written consent from UT SOUTHWESTERN and/or SYSTEM.

13. CONFIDENTIAL INFORMATION

13.1 BOARD and LICENSEE each agree that all information forwarded to one by the other for the purposes of this AGREEMENT (1) are to be received in strict confidence, (2) are to be used only for the purposes of this AGREEMENT, and (3) are not to be disclosed by the recipient party, its agents or employees without the prior written consent of the other party, except to the extent that the recipient party can establish competent written proof that such information:

a. was in the public domain at the time of disclosure;

b. later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns;

c. was lawfully disclosed to the recipient party by a third party having the right to disclose it;

d. was already known by the recipient party at the time of disclosure;

e. was independently developed by the recipient; or

f. is required by law or regulation to be disclosed, provided however, that the disclosing party shall first give the other party written notice and adequate opportunity to object to such order for disclosure or to request confidential treatment.

13.2 Information shall not be deemed to be available to the public or to be in the recipient's possession merely because it:

a. includes information that falls within an area of general knowledge available to the public or to the recipient (i.e., it does not include the specific information provided by the other party); or

b. can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or to the recipient, if not one of those sources actually taught or suggested the entire combination, together with its meaning and importance.

13.3 Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information. This obligation shall exist while this AGREEMENT is in force and for a period of 3 years thereafter.

14. PATENTS AND INVENTIONS

LICENSEE, with the written approval of UT SOUTHWESTERN, such approval will not be unreasonably withheld, shall have the right, but not the obligation, to designate patent counsel to prepare, file, prosecute and maintain all patent applications and patents included in PATENT RIGHTS. If LICENSEE declines to designate patent counsel, UT SOUTHWESTERN will designate patent counsel to prepare, file, prosecute and maintain all patent applications and patents included in PATENT RIGHTS. LICENSEE will be responsible for all costs related to searching, filing, prosecuting and maintaining all patent applications and patents included in PATENT RIGHTS and will directly pay designated patent counsel for all such costs. If, after consultation, both parties agree that additional patent applications should be filed for PATENT RIGHTS, LICENSEE will direct approved patent counsel to prepare and file the appropriate applications and such applications will be included in PATENT RIGHTS (the parties agree to timely amend Exhibit 1 in writing when new matter is added under PATENT RIGHTS). If LICENSEE does not intend to pay patent costs for PATENT RIGHTS, LICENSEE will notify UT SOUTHWESTERN at least 90 days prior to the deadline for such payment. If LICENSEE notifies UT SOUTHWESTERN that it does not intend to pay such costs, or if LICENSEE does not respond or make an effort to reach agreement on the disposition of rights in the subject invention, then UT SOUTHWESTERN may pay such costs or file such application at its own expense and LICENSEE will have no further rights to such invention. All communications between LICENSEE and patent counsel regarding PATENT RIGHTS, including, but not limited to, patent applications, status reports, filing deadline notices, declarations, office actions and responses to office actions, will be copied to UT SOUTHWESTERN and to BOARD. All parties have the right to review and comment upon the wording of the specifications, claims and responses to Office Actions prior to their submission to the appropriate patent office. LICENSEE will instruct patent counsel to provide UT SOUTHWESTERN with copies of all invoices providing detailed descriptions of all costs and expenses incurred by designated patent counsel in connection with PATENT RIGHTS. LICENSEE will provide evidence to UT SOUTHWESTERN of payment of such invoices within 60 days of LICENSEE'S receipt thereof.

15. GENERAL

15.1 This AGREEMENT constitutes the entire and only agreement between the parties for LICENSED SUBJECT MATTER and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both parties.

15.2 Any notice required by this AGREEMENT shall be effective upon receipt and shall be given by facsimile transmission confirmed by personal delivery (including delivery by reputable messenger services such as Federal Express) or by prepaid, first class, certified mail, return receipt requested, addressed in the case of BOARD and UT SOUTHWESTERN to:

UT Southwestern Medical Center at Dallas
Office for Technology Development
5323 Harry Hines Boulevard
Dallas, Texas 75390-9094
ATTENTION: Ray Wheatley, M.S.
Phone: (214) 648-1888
Fax: (214) 648-1889

with copies to:

Board of Regents
The University of Texas System
201 West 7th Street
Austin, Texas 78701
ATTENTION: Office of General Counsel
Phone: (512) 499-4462
Fax: (512) 499-4523

or in the case of LICENSEE to:

Peregrine Pharmaceuticals, Inc.
14272 Franklin Avenue, Suite 100
Tustin, California
ATTENTION: Steven King, Ph.D.
Phone: 714-508-6000
Fax: 714-838-4094

or other addresses as may be given from time to time under the terms of this notice provision.

15.3 LICENSEE must comply with all applicable national, state and local laws and regulations in connection with its activities pursuant to this AGREEMENT.

15.4 This AGREEMENT will be construed and enforced in accordance with the laws of the United States of America and of the State of Texas. The Texas state courts of Dallas County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this AGREEMENT, and LICENSEE hereby consents to the jurisdiction of such courts.

15.5 Failure of either party to enforce a right under this AGREEMENT will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

15.6 Headings are included herein for convenience only and shall not be used to construe this AGREEMENT.

15.7 If any part of this AGREEMENT is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By /s/ John A. Roan
John A. Roan
Executive Vice President for Business Affairs
UT Southwestern Medical Center at Dallas

Date 8-13-01

PEREGRINE PHARMACEUTICALS, INC.

By /s/ Edward Legere
Edward Legere
President and CEO

Date 08/08/01

Approved as to Content:

By /s/ Dennis K. Stone
Dennis K. Stone, M.D.
Vice President for Technology Development
UT Southwestern Medical Center at Dallas

Date 10Aug2001

EXHIBIT 1

PATENT RIGHTS

(a) U.S. Patent Application Number 60/092,672, filed July 13, 1998, entitled “Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549PZ1);

(b) U.S. Patent Application Number 60/110,608, filed December 2, 1998, entitled “Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549PZ2);

(c) U.S. Patent Application Number 09/351,543, filed July 12, 1999, entitled “ Cancer Treatment Methods Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549);

(d) U.S. Patent Application Number 09/351,862, filed July 12, 1999, entitled “ Cancer Treatment Kits Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549-1);

(e) International Patent Application Number PCT/US99/15600, filed July 12, 1999, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549PCT);

(f) Australian Patent Application Number 54585/99, filed December 22, 2000, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 AU);

(g) Canadian Patent Application Number 2,333,147, filed January 3, 2001, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 CA);

(h) European Patent Application Number 99940802.4, filed January 11, 2001, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 EU);

(i) Japanese Patent Application Number 2000-558843, filed January 12, 2001, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 JP);

(j) Brazilian Patent Application Number PI 9911882-3, filed January 5, 2001, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 BR);

(k) Israeli Patent Application Number 140700, filed January 3, 2001, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 IL);

(l) Mexican Patent Application Number 2001/000457, filed January 12, 2001, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 MX);

(m) New Zealand Patent Application Number 508950, filed December 12, 2000, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 NZ); and

(n) Singapore Patent Application Number 2000 07409-6, filed December 15, 2000, entitled “ Cancer Treatment Using Antibodies to Aminophospholipids” (UT SOUTHWESTERN File Reference UTSD:0549 SG).

Exhibit 10.20

AMENDMENT No. 1 TO EXCLUSIVE PATENT LICENSE AGREEMENT

This Amendment No. 1 to Exclusive Patent License Agreement (AMENDMENT ONE) is made and entered into as of June 1, 2009 by and between Peregrine Pharmaceuticals, Inc. (LICENSEE) and the Board of Regents (BOARD) of The University of Texas System (SYSTEM).

RECITALS

A. LICENSEE and BOARD entered into an Exclusive Patent License Agreement effective as of August 1, 2001 (ANTI-PS AGREEMENT).

B. LICENSEE and BOARD wish to amend the terms of the ANTI-PS AGREEMENT to revise the royalty provisions as set forth below.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section 5.1c of the ANTI-PS AGREEMENT shall be revised to read in its entirety as follows:

> "c. a running royalty equal to [***] of NET SALES, provided however, if a royalty is payable on the same LICENSED PRODUCT under any other license agreement between BOARD and LICENSEE covering patents naming Philip Thorpe as inventor and developed at UT SOUTHWESTERN, then LICENSEE shall pay either (i) the royalty on NET SALES of such LICENSED PRODUCT under this AGREEMENT, or (ii) the royalty due on such LICENSED PRODUCT under such other agreement, whichever is higher;"

2. Section 5.1f of the ANTI-PS AGREEMENT shall be revised to read in its entirety as follows:

> "f. a sublicense fee of [***] of any up-front cash payment or [***], whichever is less, received by LICENSEE from either (1) any sublicensee pursuant to Section 4.3 herein above, or (2) any assignee pursuant to Article 9 herein below within 30 days of LICENSEE's receipt of any such consideration."

3. Article 5.1 of the ANTI-PS AGREEMENT shall be amended by the addition of the following Section 5.1g:

> "g. if LICENSEE is required to pay royalties to a third party under patents owned by such third party to manufacture, have manufactured, use, import, offer for SALE and/or SELL LICENSED PRODUCTS, then LICENSEE may reduce the royalty payment owed to BOARD on the same LICENSED PRODUCT under Section 5.1c by an amount equal to [***] of the royalty paid to such third party, but in no event shall such reduction, result in a royalty of less than [***] of the royalties due pursuant to Section 5.1c;"

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission

4. Except as expressly provided in this AMENDMENT ONE, all other terms, conditions and provisions of the ANTI-PS AGREEMENT shall continue in full force and effect as provided therein.

5. This AMENDMENT ONE may be executed in counterparts, each of which shall be deemed original, and in aggregate shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this AMENDMENT ONE shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, LICENSEE and BOARD have entered into this AMENDMENT ONE effective as of the date first set forth above.

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By /s/ John A. Roan
John A. Roan
Executive Vice President for Business Affairs
UT Southwestern Medical Center at Dallas

Date 7/23/09

PEREGRINE PHARMACEUTICALS, INC.

By /s/ Steven W. King
Steven W. King
President and CEO

Date 7-10-09

Approved as to Content:

By /s/ Dennis K. Stone
Dennis K. Stone, M.D.
Vice President for Technology Development
UT Southwestern Medical Center at Dallas

Date 7/21/09

Exhibit 10.21

NON-EXCLUSIVE CABILLY PATENT LICENSE AGREEMENT
[Cabilly Coexpression Patents]

This Non-Exclusive Cabilly Patent License Agreement ("Agreement") is effective as of November 5, 2003 ("Effective Date") by and between Genentech, Inc., a Delaware corporation having its principal place of business at 1 DNA Way, South San Francisco, CA 94080 (hereinafter "Genentech") and Peregrine Pharmaceuticals, Inc., a Delaware corporation having its principal place of business at 14272 Franklin Ave, Suite 100, Tustin, CA 92780 (hereinafter "Licensee").

WHEREAS:

A. Genentech owns and controls certain patent rights relating to methods and compositions in the field of antibodies (the "Licensed Patents", as that term is defined below);

B. Licensee is developing, and intends to commercialize, antibody products that bind to the antigen phosphatidylserine ("PS") and wishes to acquire a non-exclusive license for such products under the Licensed Patents; and

C. Genentech is willing to grant such a non-exclusive license to Licensee on he terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants recited herein, the Parties agree as follows:

Article I

DEFINITIONS

Unless otherwise specifically set forth herein, the following terms shall have the following meanings:

1.01. "Affiliate" with respect to Licensee shall mean any corporation or other entity which, directly or indirectly, controls, is controlled by or is under common control with, a Party. For the purpose of this Section 1.01 "control" shall mean (i) the ownership, directly or indirectly, of at least fifty percent (50%) of the outstanding voting securities or other ownership interest of an entity, or (ii) the possession, directly or indirectly, of the power to manage, direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the corporation or other entity.

1.02. "Bulk Product" shall mean Licensed Product supplied in a form other than Finished Product, which can be converted into Finished Product.

1.03. "Calendar Quarter" shall mean each three month period commencing January 1, April 1, July 1 and October 1 of each year during the teen of this Agreement.

1.04. "Chimera Patents" shall mean (i) U.S. Patent No. 4,816,567; issued March 28, 1989 from U.S. patent application serial no. (USSN) 06/483,457, and (ii) any claims directed to chimeric antibodies or any method of making or using chimeric antibodies, which claims are found in any patent(s) issuing from divisionals, continuations, or continuations-in-part o f any application from which U.S. Patent No. 4,816,567 claims priority, (iii) any claims directed to chimeric antibodies or any method o f making or using chimeric antibodies, which claims are found in any patents that are reissues, reexaminations, or extensions of any of the foregoing (i) and (ii), and (iv) foreign counterparts of any of the foregoing (i), (ii), or (iii).

1.05. "Cost of Product" shall mean the cost of acquisition, if purchased, or the cost of manufacture, the latter being the sum of direct production costs and manufacturing overhead costs determined in accordance with U.S. Generally Accepted Accounting Principles ("GAAP") for Finished Product.

1.06. "Designee" shall mean a corporation or other entity designated by and under written contract to Licensee to exercise the rights of Licensee hereunder in concert with, or in place of and to the exclusion of, Licensee in all or part of the Territory.

1.07. "Field of Use" shall mean the diagnosis, prevention or therapy of human or veterinary disease.

1.08. "Finished Product" shall mean any and all Licensed Product in a form for use by an end user and not intended for further chemical or genetic manipulation or transformation.

1.09. "First Commercial Sale" shall mean the first sale of any Licensed Product by Licensee or any of its Affiliates or Designees to a non-affiliated third party. The sale shall be deemed to occur on the earlier of (i) the date the Licensed Product is shipped to the third party, or (ii) the date of the invoice to the third party for the Licensed Product.

1.10. "Licensed Patents" shall mean (i) U.S. Patent No. 6,331,415, issued December 18, 2001, (ii) any patent(s) issuing from divisionals, continuations, or continuations-in-part of any patent application from which U.S. Patent No. 6,331,415 claims priority, and (iii) patents that are reissues, reexaminations, extensions, or foreign counterparts of any of the foregoing (i) or (ii), provided, however, that Licensed Patents shall not include Chimera Patents.

1.11. "Licensed Product" shall mean any antibody that binds specifically to PS, the making (or having made), using, selling, offering for sale or importing of which, but for the license granted under this Agreement, would infringe a Valid Claim of a patent included in Licensed Patents.

1.12. "Net Sales" shall mean the gross invoice or contract price to third party customers for Finished Product. Finished Product used or consumed by Licensee or its Affiliates or Designees as part of the delivery of services to customers for which Licensee derives compensation shall be considered Net Sales at the gross invoice or contract price of like Finished Product which are sold to customers. If Licensed Product is sold in combination with one or more active ingredients, Net Sales shall be calculated by multiplying Net Sales of the combination product by the fraction A/(A+B) where A is the sales price of the Finished Product in the combination when sold separately and B is the total sales price of all other active ingredients in the combination when sold separately. If the Finished Product and the other active ingredients are not sold separately, the percentage of the total cost of the combination product attributed to Cost of Product shall be multiplied times the sales price of the combination product to arrive at Net Sales. For all Licensed Product used or consumed by others than Licensee, Licensee shall be entitled to deduct 5% from Net Sales in lieu of all other deductions such as taxes, shipping charges, allowances and the like prior to calculating royalties due.

Net Sales for Bulk Products shall be calculated by doubling the gross invoice or contract price of Bulk Products sold to non-affiliated customers.

The method of calculating Net Sales of materials in a form other than Finished Product or Bulk Product that can be converted into Finished Product shall be established by the Parties prior to the first sale or transfer of any such material by Licensee, its Affiliates or Designees to a nonaffiliated third party.

1.13. "Party" shall mean either Genentech or Licensee, and when used in the plural shall mean both Genentech and Licensee.

1.14. "Term" is defined in Section 7.01.

1.15. "Territory" shall mean the entire world.

1.16. "U.S." and "United States" shall mean the United States of America, including its territories and possessions.

1.17. "Valid Claim" shall mean any claim of an issued and unexpired patent within the Licensed Patents that has not been disclaimed, abandoned or dedicated to the public or held unenforceable, unpatentable or invalid by a decision of a court or governmental agency of competent jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal.

Article II

GRANT

2.01. License. Genentech hereby grants to Licensee and Licensee hereby accepts a nonexclusive license under Licensed Patents during the Term to make (and have made), use, sell, offer for sale, and import Licensed Product in the Territory in the Field of Use. Licensee shall have a limited right to grant sublicenses as provided in Section 2.02.

2.02. Right to Grant Sublicenses. Licensee shall only have the right to grant sublicenses to its Affiliates and Designees of the rights granted hereunder to Licensee to make (and have made), use, sell, offer for sale, and import Licensed Product, in all or part of the Territory; provided that Licensee shall always be responsible for the payment of royalties on Net Sales of Licensed Product by any such sublicensee and for all other acts of such sublicensee as if such acts were those of the Licensee. A sublicense granted under this Section 2.02 shall not be further sublicensable or sublicensed by the licensee thereof. Licensee shall notify Genentech in writing promptly after the grant of a sublicense hereunder including in such notice the name and address of the sublicensee.

2.03. No Other License. Licensee understands and agrees that no license under any patent or patent application other than Licensed Patents, or under any know-how, is or shall be deemed to have been granted under this Agreement, either expressly or by implication. By way of example only, and without limitation, no license under Chimera Patents is granted hereunder.

Article III

FEES, MILESTONES AND ROYALTIES

3.01. License Grant Fee. Licensee shall pay to Genentech a non-creditable, nonrefundable license grant fee of [***] in two (2) separate payments, a first payment of [***] within ten (10) business days after the Effective Date, a second payment of [***] on the day that the first human patient is dosed with Licensed Product in a clinical trial.

3.02. Development Milestone Fee. Within ten (10) business days after receipt by Licensee, its Affiliates or Designee of the first marketing approval for a Licensed Product from the United States Food and Drug Administration or any successor agency or authority thereto ("FDA"), Licensee shall pay to Genentech a non-creditable, non-refundable development milestone fee of [***].

3.03. Earned Royalties. Licensee shall pay to Genentech a royalty (a) of [***] of the portion of aggregate annual Net Sales of all Licensed Product that is less than or equal to [***], and (b) of [***] of the portion of aggregate annual Net Sales of all Licensed Product that is greater than [***].

3.04. Sales To or Between Licensee, Affiliates, and Designees. It is the intent of the Parties that Net Sales shall be based on arm's length sales transactions to non-affiliated third parties. No royalties shall be paid upon sales of Licensed Product to or between any of Licensee, its Affiliates and Designees for further sale; provided, however, that in such cases royalties shall be paid upon such further sale of Licensed Product by Licensee, its Affiliates or Designees to non-affiliated third parties.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

3.05. No Non-Monetary Consideration. Without the prior written consent of Genentech, Licensee, its Affiliates and Designees shall not solicit or accept any consideration for the sale of any Licensed Product other than as will be accurately reflected in Net Sales.

3.06. No Credit Against Royalties. Licensee shall not be entitled to deduct any portion of royalties paid to any third party from the royalties due to Genentech pursuant to this Agreement for any reason.

Article IV

RECORDS, REPORTS AND PAYMENTS

4.01. Records Retention. Licensee shall keep and shall cause its Affiliates and Designees to keep true, complete and accurate records of all sales of all Licensed Product in accordance with GAAP, or the equivalent, and in sufficient detail to permit Genentech to confirm the accuracy of Licensee's royalty calculations. At Genentech's request and expense, Licensee shall permit not more than once in a twelve (12) month period an independent certified public accountant appointed by Genentech and acceptable to Licensee to examine at Licensee's principal place of business, upon reasonable notice and at reasonable times, such records solely to the extent necessary to verify Licensee's calculations. Licensee shall be responsible for providing access to such records that in the ordinary course of business are in the possession or control of its Affiliates and Designees. Such examination shall be limited to a period of time no more than three (3) years immediately preceding the request for examination. The report of any such examination shall be made simultaneously to Genentech and Licensee and shall simply report the amount, if any, by which Licensee has overpaid or underpaid its royalties. If Licensee's royalties are found to be in error such that royalties to Genentech were underpaid, then Licensee shall promptly pay the deficiency plus interest pursuant to Section 4.05 to Genentech; and if royalties to Genentech were underpaid by more than five percent (5.0%), then Licensee shall additionally reimburse Genentech for its reasonable costs incurred in examining such records.

4.02. Reports. Within sixty (60) days after the end of each Calendar Quarter following the First Commercial Sale of Licensed Product, Licensee shall furnish to Genentech a written report of all sales of all Licensed Product subject to royalty under Article III during such Calendar Quarter. Such report shall include, without limitation, (i) the determination of Net Sales as specified in Section 1.12, setting forth the amount of gross receipts, Net Sales, and any deduction taken from gross receipts to arrive at Net Sales, for each of Finished Product and Bulk Product separately; and (ii) the royalty payment then due. Concurrently with each report pursuant to this Section 4.02, Licensee shall make the royalty payment then due.

4.03. Payments. Payments shall be in United States dollars and, unless otherwise agreed in writing, shall be made by wire transfer of immediately available funds to such account of Genentech in such bank as Genentech may from time to time designate in writing. All royalty payments shall be free and clear of any taxes, duties, levies, fees or charges, except for withholding taxes. Licensee shall pay any withholding tax due on behalf Genentech and such withholding taxes shall be deducted from all payments due hereunder. The Parties shall cooperate to take advantage of the benefit of any double taxation treaty(ies) that may be applicable.

4.04. Currency Conversion. Royalties due on Net Sales of Licensed Product made in currency other than U.S. dollars shall be expressed in the currency of the invoice issued in connection with the sale of such Licensed Product together with the U.S. dollar equivalent of the royalty due, calculated using the average rate of exchange published in Reuters during the applicable Calendar Quarter.

4.05. Interest. All royalty payments not made when due shall bear interest, calculated from the date such payment was due, at the annual rate of two percent (2.0%) over the prime rate of interest as reported in the Wall Street Journal on the day the payment was due.

Article V

REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

5.01. Genentech represents and warrants that it has the right to grant the license granted under this Agreement.

5.02. Nothing in this Agreement is or shall be construed as:

(i) A warranty or representation by Genentech as to the validity or scope of any claim or patent or patent application within the Licensed Patents;

(ii) A warranty or representation by Genentech that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of any patent rights or other intellectual property right of any third party;

(iii) A grant by Genentech, whether by implication, estoppel, or otherwise, of any licenses or rights other than that expressly granted under Section 2.01; or

(iv) An obligation to bring or prosecute actions or suits against any third party for infringement of any of the Licensed Patents.

5.03. NO WARRANTY IS GIVEN WITH RESPECT TO THE LICENSED PATENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND THE PARTIES SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF THE LICENSED PATENTS, OR NON-INFRINGEMENT OF THE PATENT OR OTHER RIGHTS OF ANY THIRD PARTY.

Article VI

LIABILITY

6.01. Indemnification. Licensee shall indemnify, defend and hold Genentech and its directors, officers, employees and agents harmless from and against any and all liabilities, claims, demands, expenses (including, without limitation, attorneys and professional fees and other costs of litigation), losses or causes of action (each, a "Liability") arising out of or relating in any way to (i) the possession, manufacture, use, sale or other disposition of Licensed Product hereunder, whether based on breach of warranty, negligence, product liability or otherwise, (ii) the exercise of any right granted to Licensee pursuant to this Agreement, or (iii) any breach of this Agreement by Licensee, except to the extent, in each case, that such Liability is caused by the gross negligence or willful misconduct of Genentech as determined by a court of competent jurisdiction; provided, however, that upon receiving notice of any such Liability, Genentech shall promptly notify Licensee and permit Licensee to handle and control the defense (including litigation and settlement) of such Liability, at Licensee's sole expense, and Genentech shall reasonably cooperate with the indemnifying Party in the defense of such Liability, at Licensee's sole expense.

Article VII

TERM AND TERMINATION

7.01. Term. The term of this Agreement will commence on the Effective Date and remain in full force and effect until the expiration of the last patent within the Licensed Patents (the "Term"), unless earlier terminated in accordance with this Article VII.

7.02. Termination without Breach. Licensee shall have the right to terminate this Agreement upon ninety (90) days prior written notice to Genentech.

7.03. Termination for Breach. Genentech shall have the right to terminate this Agreement and the licenses granted hereunder upon written notice to Licensee for a material breach of this Agreement if Licensee has failed to cure such breach within thirty (30) days following written notice thereof. Licensee's failure to pay royalties and provide reports to Genentech under this Agreement when due shall constitute a material breach.

7.04. Insolvency. Genentech may terminate this Agreement if, at any time, Licensee shall file in any court pursuant to any statute of any individual state or country, a petition in bankruptcy, insolvency or for reorganization or for an agreement among creditors or for the appointment of a receiver or trustee of Licensee or of its assets, or if Licensee proposes a written agreement of composition or extension of its debts, or if Licensee shall be served with an involuntary petition against it filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof, or if Licensee shall propose or be a party to any dissolution or liquidation, or if Licensee shall make an assignment for the benefit of creditors. Any termination pursuant to this Section 7.04 shall be effective immediately upon notice of such termination.

7.05. Effect of Termination. Termination of this Agreement in whole or in part for any reason shall not relieve Licensee of its obligations to pay all fees and royalties that shall have accrued hereunder prior to the effective date of termination. Termination of this Agreement by or as to Licensee shall result in the termination of the licenses granted to Licensee and to all sublicensees of Licensee pursuant to this Agreement. The provisions of Article IV, Article V, Article VI, Article VIII and this Section 7.05 shall survive termination of the Agreement for any reason.

Article VIII

MISCELLANEOUS PROVISIONS

8.01. Relationship of the Parties. Nothing in this Agreement is intended or shall be deemed to constitute or give rise to a partnership, agency, distributorship, employer-employee, joint venture, or fiduciary relationship between the Parties. No Party shall incur any debts or make any commitments for the other.

8.02. Patent Prosecution, Maintenance and Enforcement. Genentech shall be solely responsible, at its sole discretion and expense, for the prosecution, defense, and maintenance of Licensed Patents, and for enforcing Licensed Patents against actual or suspected third party infringers.

8.03. Assignment. Neither Party shall assign any of its rights or obligations hereunder except: (i) as incident to the merger, consolidation, reorganization or acquisition of stock or assets affecting substantially all of the assets or voting control of the assigning Party; (ii) to any corporation or other entity to which it may transfer substantially all of its assets related to the Licensed Product; (iii) to any wholly owned subsidiary if the assigning Party remains liable and responsible for the performance and observance of all of the subsidiary's duties and obligations hereunder; or (iv) with the prior written consent of the other Party (which consent shall not be unreasonably withheld); provided however, that assignment in the context of insolvency or bankruptcy of Licensee shall require prior written consent of Genentech. This Agreement shall be binding upon the successors and permitted assigns of the Parties, and the name of a Party appearing herein shall be deemed to include the names of such Party's successor's and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 8.03 shall be void.

8.04. Further Acts and Instruments. Upon request by either Party, the other Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be reasonably necessary or appropriate in order to carry out the purposes and intent of this Agreement.

8.05. Trade Names and Trademarks. Except as otherwise provided herein, no right, expressed or implied, is granted by this Agreement to use in any manner the name "Genentech" or any other trade name or trademark of Genentech in connection with the performance of this Agreement. Except as otherwise provided herein, no right, expressed or implied, is granted by this Agreement to use in any manner the name "Peregrine" or any other trade name or trademark of Licensee in connection with the performance of this Agreement.

8.06. Entire Agreement. This Agreement constitutes and contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether verbal or written, between the Parties respecting the subject matter hereof. No waiver, modification, or amendment of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized representative of each of the Parties.

8.07. Severability. In the event any one or more of the provisions of this Agreement should for any reason be held by any court or authority having jurisdiction over this Agreement or either of the Parties to be invalid, illegal or unenforceable, such provision or provisions shall be validly reformed to as nearly as possible approximate the intent of the Parties and, if unreformable, shall be divisible and deleted in such jurisdiction; elsewhere, this Agreement shall not be affected so long as the Parties are still able to realize the principal benefits bargained for in this Agreement.

8.08. Waiver. The waiver by a Party of any breach of or default under any of the provisions of this Agreement or the failure of a Party to enforce any of the provisions of this Agreement or to exercise any right hereunder shall not constitute or be construed as a waiver of any other breach or default or as a waiver of any such rights or provisions hereunder.

8.09. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflict of laws provisions. This Agreement shall be construed as if drafted equally by the Parties, and in construing this Agreement no presumption shall operate in either Party's favor as a result of the role of it or its counsel in drafting or negotiating the terms or provisions hereof.

8.10. Notices. Any notice, request, consent, or other document required or permitted to be given under this Agreement or otherwise relating to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile (with a confirming copy sent by overnight courier), or sent by overnight courier or registered mail to the Party to whom it is directed at its address shown below or such other address as such Party shall have last given by notice to the other P arty. Any such notice, requests, delivery, approval or consent shall be deemed received on the date of hand delivery or transmission by facsimile (provided that such date is a business day, otherwise it shall be deemed received on the next business day), one (1) business day after dispatch by overnight courier, or five (5) business days after dispatch of the registered mail.

If to Licensee addressed to:
Peregrine Pharmaceuticals, Inc.
14272 Franklin Ave, Suite 100
Tustin, CA 92780
Attn: President
Facsimile: (714) 838-5817

If to Genentech, addressed to:
Genentech, Inc.
1 DNA Way
South San Francisco. CA 94080
Attn: Corporate Secretary
Facsimile: (650) 952-9881

8.11. Confidentiality. Each Party shall be free to disclose the existence of this Agreement (but not its terms) to any third party. Neither Party shall disclose any of the terms (including, but not limited to, the financial terms) of this Agreement to any third party without the prior written consent of the other Party; provided, however, that each Party shall be free to disclose any of the terms of this Agreement (i) to the extent that a Party reasonably believes it is required to do so by securities or other applicable laws, regulations, or rules (including the regulations or rules of any relevant stock exchange), (ii) pursuant to a legal proceeding or order of a court or governmental agency, (iii) to actual or prospective sublicensees, (iv) to City of Hope National Medical Center (in the case of Genentech), (v) to its accountants, attorneys and other professional advisors, or (vi) in connection with a financing, merger, consolidation, acquisition or a permitted assignment of this Agreement, provided that in the case of any disclosure under (iii), (iv), (v), or (vi) above, the recipient(s) are obligated and do so undertake to keep such terms of this Agreement confidential to the same extent as said Party, and provided that in the case of disclosure under (ii), the disclosing Party will use reasonable efforts to secure confidential treatment of such terms of this Agreement required to be disclosed.

8.12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Genentech and Licensee have caused this Agreement to be executed by their duly authorized representatives.

GENENTECH, INC.

By: /s/ Joseph J. McCracken
Title: V.P. Business Development
Date: 6-Nov-03

PEREGRINE PHARMACEUTICALS, INC.

By: /s/ Paul J. Lytle
Title: Chief Financial Officer
Date: Nov. 4, 2003

Exhibit 10.22

COMMERCIAL LICENSE AGREEMENT

THIS COMMERCIAL LICENSE AGREEMENT (this "Agreement") is entered into as of the 1st day of December, 2003 by and between Avanir Pharmaceuticals, a California corporation ("Avanir"), and Peregrine Pharmaceuticals, Inc., a Delaware corporation ("Peregrine").

RECITALS

WHEREAS, Avanir, through its wholly-owned subsidiary Xenerex Biosciences ("Xenerex"), has certain expertise and technology relating to the creation of chimeric antibodies;

WHEREAS, Peregrine and Xenerex have entered into a collaborative arrangement (the "Collaboration") as evidenced by a Materials Transfer and Antibody Generation Agreement With Commercial Option, made effective as of October 28, 2002 ("Materials Transfer Agreement");

WHEREAS, the Materials Transfer Agreement was directed to a Project (as defined therein) pursuant to which Xenerex, using Xenerex's proprietary antibody technology and know how, created a chimeric antibody by combining the marine variable regions of the 3G4 antibody with a fully-human constant region identified by Xenerex, and Xenerex then transferred the completed chimeric antibody and the chimeric antibody producing cell line to Peregrine;

WHEREAS, pursuant to the Materials Transfer Agreement, (a) the chimeric antibody and the chimeric antibody producing cell line created by Xenerex pursuant to the Project are jointly-owned by both Peregrine and Xenerex until final ownership rights are determined in a definitive commercial agreement, (b) Xenerex granted to Peregrine the option to acquire an exclusive worldwide license to such chimeric antibody and cell line; and (c) Xenerex and Peregrine agreed to act in good faith and use commercially reasonable efforts to execute a final license agreement; and

WHEREAS, Peregrine and Avanir (on behalf of Xenerex) are entering into this Agreement the licenses granted herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises contained in this Agreement, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

As used in this Agreement, any capitalized terms not defined in this Agreement will have the meanings set forth for such terms in the Material Transfer Agreement, and the following terms will have the following meanings:

1.1. "Affiliate" means any company or entity controlled by, controlling, or under common control with a party to this Agreement and will include without limitation any company fifty percent (50%) or more of whose voting stock or participating profit interest is owned or controlled, directly or indirectly, by a party, and any company which owns or controls, directly or indirectly, fifty percent (50%) or more of the voting stock of a party.

1.2. "Antibody" means the chimeric antibody and the chimeric antibody producing cell line created by Xenerex, pursuant to the Project and fragments, or direct or indirect derivatives or mimetics or chimeric constructs thereof, and samples of biochemical, biological, clonal, or synthetic chemical materials or sequence data relating thereto and regardless of whether such chimeric antibodies or cell lines were subsequently modified by Peregrine, Peregrine's Affiliate or any Third Party.

1.3. "Biologies License Application" or "BLA" means an application filed with the FDA, as defined in the United States Food, Drug & Cosmetics Act and the regulations promulgated thereunder and any corresponding U.S. or equivalent foreign application, registration or certification.

1.4. "Cost" means all labor, material and overhead costs incurred in connection with the procurement, manufacture (if applicable) and testing as determined in accordance with generally accepted accounting principles.

1.5. "FDA" means the United States Food and Drug Administration and other governmental agencies around the world charged with responsibility for approving the sale of drugs, biologics, or diagnostics.

1.6. "First Commercial Sale" means, in any country, the first commercial sale, where sale means delivery, billing out or invoicing, whichever comes first, of a Licensed Product by Peregrine, its Affiliates or sublicensees to any person or entity other than Peregrine, its Affiliates or sublicensees following Regulatory Approval in the country in which the sale is to be made.

1.7. "Licensed Products" means all products incorporating the Antibody.

1.8. "Net Revenues" means (a) the worldwide gross amount received by Peregrine or its Affiliates for sales of the Licensed Products (whether in the form of royalties or sales revenues) and fees for services utilizing the Antibody, *less* (b) transportation charges, commissions, prompt payment discounts, credits allowed for defective or returned goods actually paid or allowed, insurance and sales and other taxes based on sales prices when included in gross sales, but not including taxes assessed on income derived from such sales. However, in the ease of a disposition of Licensed Products to an Affiliate where there is no subsequent sale to a Third Party, Net Revenues will be the sales price of such items generally available to unaffiliated Third Parties making similar quantity commitments.

In the event that Licensed Products are sold in the form of a combination product containing one or more active ingredients other than Licensed Products, Net Revenues for such combination products shall be calculated by multiplying actual Net Revenues of the combination product by the fraction A/(A+B) where A is the invoice price of the Licensed Product if sold separately and B is the total invoice price of any other active component or components in the combination if sold separately by Peregrine or its Affiliates or sublicensees; provided, however that the resulting value of such Net Revenues of combination products shall not be less than 50% of the value of the Net Revenues of the Licensed Products had they been sold separately. If, on a country-by-country basis, the Licensed Products and other active component or components in the combination are not sold separately in any country by Peregrine or its Affiliates or sublicensees, Net Revenues for purposes of determining royalties on the combination product shall be calculated by multiplying actual Net Revenues of such combination product by the fraction C/(C+D) where C is Peregrine's or its Affiliates' or sublicensees' total actual cost of the Licensed Product and D is the total actual cost of the other active ingredient(s) included in the combination product at such point; provided, however that the resulting value of such Net Revenues of combination products shall not be less than 50% of the value of the actual cost of the Licensed Products.

1.9. "Phase III Clinical Trial" means a clinical trial, in any country, involving patients with the disease or condition of interest, designed to obtain sufficient efficacy and safety data to support product registration in the country in which the testing is completed.

1.10. "Regulatory Approval" means final regulatory approval required to market a Licensed Product for a disease or condition in accordance with the applicable laws and regulations of a given country.

1.11. "Third Party" means any person or entity other than Peregrine, Avanir and their respective Affiliates.

ARTICLE 2.

LICENSE GRANT

2.1. **GRANT BY AVANIR TO PEREGRINE**. Subject to the terms of this Agreement, Avanir hereby grants to Peregrine an exclusive, worldwide royalty-bearing license under any and all patents, copyrights, trademarks, trade secrets, know-how and other intellectual property and other proprietary rights Avanir has or may have in and to the Antibody to manufacture, have manufactured, use, sell, offer to sell and import Licensed Products. In connection with the foregoing, Avanir agrees to provide to Peregrine data it has directly relating to the Antibody or the Project, as set forth in Exhibit A attached hereto, provided, however, that Avanir does not agree to provide any information about Avanir's proprietary antibody generation technology and know-how included therein or to undertake any efforts to create, discover or acquire any new information or data not already in its possession and control.

2.2. **SUBLICENSING**. Peregrine will have the right to grant sublicenses of the license rights provided in Section 2.1 to Affiliates and to Third Parties who are capable of fulfilling the development or commercialization responsibilities of Peregrine as set forth in Section 2.3, subject to Avanir's prior consent, such consent not to be unreasonably withheld or delayed. Each such sublicense will be consistent with the terms of this Agreement and will provide for the termination or direct assumption of each such sublicense at Avanir's option upon the termination of this Agreement. Peregrine will furnish Avanir a copy of each sublicense agreement with a Third Party. In considering whether or not to terminate or assume any sublicense Avanir will give due consideration to the terms of the sublicense, the past performance under the sublicense agreement and any other commercially significant consideration which Avanir considers, in the exercise of its reasonable judgment, to be relevant. Except as specifically provided above, Peregrine will have no rights to sublicense all or any part of the license granted to Peregrine pursuant to this Agreement. Any transfer or extension of rights under the license granted under this Agreement, in whole or in part, by Peregrine to any Third Party will be deemed and considered to be a sublicense under this Section 2.2, even if not so designated in the relevant legal documents. Peregrine shall make all payments due to Avanir by reason of any Net Revenues by any such sublicensee and shall ensure each sublicensee's compliance with all terms of this Agreement applicable to Peregrine (including all terms of this Agreement identified as applicable to sublicensees), and Peregrine will cause any such sublicensee to agree in writing (i) to keep accurate books and records and permit Avanir to review the information concerning such books and records in accordance with the terms of this Agreement and (ii) to comply with all other terms of this Agreement applicable to Peregrine (including all terms of this Agreement identified as applicable to sublicensees).

2.3. **DUE DILIGENCE.** Peregrine will use commercially reasonable efforts consistent with prudent business judgment to develop, manufacture, market and sell the Licensed Products. Peregrine will promptly give Avanir notice if Peregrine intends to abandon permanently the commercial development of Licensed Products whereupon any license will automatically and immediately terminate.

2.4. **OBLIGATION TO INFORM.** Peregrine will keep Avanir reasonably informed in a timely manner as to the progress of the development and commercialization of Licensed Products Peregrine determines, from time to time, to pursue; and beginning on July 1, 2004, Peregrine will annually provide Avanir with a written report summarizing Peregrine's activities related to development of Licensed. Products and status of clinical trials and government approvals necessary for marketing Licensed Products, provided that Peregrine shall not be obligated to provide such a report more than once in any 12 month period. All such reports will be the Confidential Information of Peregrine.

2.5. **CARE AND USE OF MATERIALS; COMPLIANCE WITH LAWS.** Each party acknowledges that the materials to be used and generated under this Agreement are experimental in nature and may have unknown characteristics and therefore will use prudence and reasonable care in the use, handling, storage, transportation, disposition and containment of any such materials and will use, handle, store, transport, dispose of and contain such materials in compliance with all applicable laws.

ARTICLE 3.

COMMERCIAL TERMS

3.1. **LICENSE FEE.** Upon execution of this Agreement, Peregrine will pay to Avanir a non-refundable license fee of [***].

3.2. **ROYALTIES.** In consideration for the license granted under Section 2.1, and without regard to whether Avanir or X.enerex has any patent covering the Antibody, Peregrine will pay to Avanir within 45 days after the end of each calendar quarter royalties equal to (a) [***] of Net Revenues or, (b) [***] of Peregrine's Net Revenues that are paid to Peregrine by non-Affiliate sublicensees in the event that Peregrine sublicenses its rights hereunder pursuant to Section 2.2 above to a Third Party.

3.3. **ROYALTY TERM.** The royalties payable under Section 3.2 will be paid until ten years from First Commercial Sale of a Licensed Product, as determined on a country-by-country basis.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

3.4. **MILESTONE PAYMENTS**. Avanir will be entitled to receive and Peregrine will be obligated to pay additional amounts based upon the achievement of certain milestones (regardless of whether such milestone is achieved by Peregrine or any of its sublicensees) for Licensed Products as follows:

(a) [***] upon treatment of the first patient in Phase 111 Clinical Trials in any country for the first Licensed Product; and

(b) [***] upon the first Regulatory Approval of a BLA in any country for the first Licensed Product.

ARTICLE 4.

PAYMENTS; RECORDS; AUDIT

4.1. **PAYMENTS**. All amounts payable to Avanir under this Agreement will be paid in U.S. Dollars no later than 45 days after the date upon which such amount becomes owed. Each payment of royalties will be accompanied by a statement of the amount of Net Revenues during such period, and all other information necessary to determine the appropriate amount of such payments. Peregrine will be liable for interest on any overdue payments equal to the annual prime rate listed at such time in the Wall Street Journal plus 3% or the maximum annual rate allowable by law, whichever is lower, commencing 30 days after the date such payments become owed, until paid.

4.2. **REPORTS** Peregrine will make written reports and royalty payments to Avanir within. 45 days after the close of the calendar quarter to which they relate, beginning with the calendar quarter in which the date of First Commercial Sale of a Licensed Product occurs. These reports will show on a consolidated basis in reasonably specific detail for each Licensed Product, (i) the Net Revenues during the corresponding calendar quarter and the calculation of payments due to Avanir from such Net Revenues; (ii) the royalties payable in US dollars, if any, which will have accrued hereunder based upon Net Revenues of Licensed Products; (iii) the withholding taxes, if any, required by law to be deducted in respect of such royalties; (iv) the dates of the First Commercial Sale of each Licensed Product in each country if it has occurred during the corresponding calendar quarter; (e) the exchange rates used in determining the royalty amount expressed in. US dollars. Concurrently with the making of each such report, Peregrine will make any payment due to Avanir of royalties for the period covered by such report.

4.3. **EXCHANGE RATE**. The rate of exchange to be used in computing the amount of currency equivalent in United States Dollars due Avanir will be made at the period-end rate of exchange published for the last business day of the royalty period by the United States edition of The Wall Street Journal.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

4.4. **RECORDS AND AUDIT.** During the term of this Agreement and for a period of three years thereafter, Peregrine will keep complete and accurate records pertaining to the sale or other disposition of the Licensed Products commercialized by it, in sufficient detail to permit Avanir to confirm the accuracy of all payments due hereunder. Avanir will have the right to cause an independent accounting firm of national standing to audit such records to confirm Net Revenues and royalty payments made by Peregrine to Avanir hereunder; *provided, however,* that such auditor will not disclose Peregrine's Confidential Information to Avanir, except to the extent such disclosure is necessary to verify the amount of royalty payments due under this Agreement. Such audits may be exercised no more than once per year, within three years after the royalty period to which such records relate, upon reasonable advance notice to Peregrine and during normal business hours. Avanir will hear the full cost of such audit unless such audit discloses an underpayment of more than 5% from the amount of payments due to Avanir for such year ("Audit Difference Period"). In such case, Peregrine will bear the full cost of such audit pertaining to the Audit Difference Period in addition to paying any identified underpayment. In the event such audit reveals an overpayment by Peregrine, the amount of such overpayment shall, at Peregrine's option, be refunded to Peregrine or credited to royalties due and payable by Peregrine to Avanir for the subsequent calendar quarter. The terms of this Section 4.4 will survive any termination or expiration of this Agreement for a period of two years.

4.5. **NON-MONETARY CONSIDERATION**. In the event Peregrine or its Affiliates receives any non-monetary consideration in lieu of royalties payable in cash in connection with the Licensed Products, Peregrine's royalty obligations to Avanir under Article 3 will be based on the monetary value of such other consideration. In such case, Peregrine will disclose the terms of such arrangement to Avanir and the parties will endeavor in good faith to agree on such monetary value. In the event that the parties do not so agree, the parties will submit the matter to an independent accounting firm of national standing to determine such value. The cost of such determination will be borne equally by the parties.

ARTICLE 5.

OWNERSHIP; PATENTS

5.1. **OWNERSHIP**. Except as may be expressly set forth in this Agreement, the ownership of intellectual property as between the parties to this Agreement will be as set forth in the Material. Transfer Agreement.

5.2. **PATENT PROSECUTION.** Peregrine will have sole right and responsibility for preparing, filing, prosecuting and maintaining patents and patent applications worldwide relating to the Licensed Products and conducting any interferences, reexaminations, or requesting reissues or patent term extensions with respect thereto, in each case in its name and sole discretion and at Peregrine's expense. Peregrine will keep Avanir reasonably informed as to the status of such patent matters and will provide Avanir copies of any documents received by Peregrine from such patent offices including notice of all interferences, reexaminations, oppositions or requests for patent term extensions. Avanir will cooperate with and assist Peregrine in connection with such activities, at Peregrine's request and expense. Peregrine may also determine whether to file any patents covering the Antibody, in its name and sole discretion and at Peregrine's expense. Avanir will cooperate with and assist Peregrine in connection with such activities, at Peregrine's request and expense. In the event that Peregrine determines not to file any patent applications for the Antibody, Peregrine will notify Avanir of such fact no later than six months before the deadline to file such patent application, and Avanir will have the right to prepare, file, prosecute and maintain patents and patent applications worldwide relating to the Antibody and conduct any interferences, reexaminations, or request reissues or patent term extensions with respect thereto. Peregrine will cooperate with and assist Avanir in connection with such activities, at Avanir's request and expense.

5.3. **INFRINGEMENT OF THIRD PARTY PATENT RIGHTS.**

(a) **Joint Strategy**. In the event that the manufacture, use or sale of the Licensed Products becomes the subject of a claim of infringement of a patent, copyright or other proprietary right anywhere in the world, and without regard to which party is charged with said infringement, and the venue of such claim, the parties will promptly confer to discuss the claim.

(b) **Defense**. Unless the parties otherwise agree, Peregrine will assume the responsibility for the conduct of the defense of any such claim. In any event, Avanir will have the right, but not the obligation, to participate in any such suit at its sole option and at its own expense. Each party will reasonably cooperate with the party conducting the defense of the claim including, if required to conduct such defense, furnishing a power of attorney. Neither party will enter into any agreement, license or settlement that affects the other party's rights or interests without such other party's written consent, which consent will not be unreasonably withheld.

ARTICLE 6.

CONFIDENTIALITY

6.1. **CONFIDENTIALITY.** Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the parties, each party agrees that, for the won of this Agreement and for five years thereafter, the confidentiality obligations of Section 4 of the Material Transfer Agreement will apply and govern the parties' use of Confidential Information (as defined in the Materials Transfer Agreement) as if such Section was fully set forth herein.

6.2. **EMPLOYEES; AGENTS.** Each party will ensure that each of its employees, consultants, other agents, Affiliates and sublicensees who have access to Confidential Information is bound in writing to obligations of confidentiality and non-use at least equivalent in scope to those set forth in Sections 6.1 and 6.2 of the Materials Transfer Agreement.

6.3. **PUBLICITY.** Any disclosures of the teens of this Agreement will be consistent with the disclosure in the press release. Except as expressly provided in this Agreement, neither party may disclose the existence or tei His of this Agreement without the prior written consent of the other party; provided, however, that either party may make such disclosure to the extent required by law and that either party may make a disclosure of the existence and terms of this Agreement to its attorneys, advisors, investors, prospective investors, lenders and other financing sources, and to strategic partners or licensees for the Licensed Products under circumstances that reasonably ensure the confidentiality thereof.

ARTICLE 7.

REPRESENTATIONS AND WARRANTIES

7.1. **REPRESENTATIONS AND WARRANTIES OF AVANIR**.

(a) **Corporate Power**. Avanir is duly organized and validly existing under the laws of California and has full corporate power and authority to enter into this Agreement on behalf of itself and on behalf of Xenerex, and to carry out its obligations under this Agreement.

(b) **Due Authorization**. Avanir is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder. The person executing this Agreement on Avanir's behalf has been duly authorized to do so by alt requisite corporate action.

(c) **Binding Agreement**. This Agreement is a legal and valid obligation binding upon Avanir and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Avanir does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(d) **Grant of Rights**. Avanir has not, and will not during the term of this Agreement, grant any right to any Third Party which would conflict with the rights granted to Peregrine hereunder.

7.2. **REPRESENTATIONS AND WARRANTIES OF PEREGRINE**.

(a) **Corporate Power**. Peregrine is duly organized and validly existing under the laws of Delaware and has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement.

(b) **Due Authorization**. Peregrine is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder. The person executing this Agreement on Peregrine behalf has been duly authorized to do so by all requisite corporation action.

(c) **Binding Agreement**. This Agreement is a legal and valid obligation binding upon Peregrine and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Peregrine does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

7.3. **DISCLAIMER AND LIMITATION OF LIABILITY**. THE ANTIBODY IS PROVIDED AS IS AND AVANIR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO. NEITHER PEREGRINE NOR AVANIR WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. EXCEPT FOR BREACHES OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN ARTICLE 6 ABOVE NEITHER AVANIR OR XENEREX WILL BE LIABLE FOR ANY AMOUNTS AGGREGATING IN EXCESS OF ONE HALF OF THE AMOUNTS PAID TO IT HEREUNDER.

ARTICLE 8.

INDEMNIFICATION

8.1. **INDEMNIFICATION**. Peregrine hereby agrees to save, defend and hold Avanir and its Affiliates, officers, directors, agents and employees (collectively, "Avanir Indemnities") harmless from and against any and all third party claims, suits, actions, demands, liabilities, expenses and/or losses, including reasonable legal expenses and attorneys' fees (collectively, "Claims") resulting from the development, clinical study, manufacturing, testing, use, handling, storage, or sale of the Licensed Products by Peregrine and its Affiliates and sublicensees or directly or indirectly from actions by Peregrine in connection with this Agreement. The parties hereby agree that the risk of toxicity, immunogenicity, teratogenicity or other "drug risk" associated with the Licensed Products will be with and for the account of Peregrine and will be included under the foregoing indemnification of Avanir by Peregrine.

8.2. **CONTROL OF DEFENSE**. Avanir will give notice to Peregrine of any Claims that may be subject to indemnification within 30 days, after learning of such Claim, and Peregrine will have the exclusive right to assume the defense of such Claims with counsel of its choosing. If such defense is assumed by Peregrine with counsel so selected, Peregrine will not be obligated to pay the fees and expenses of any separate counsel retained by Avanir with respect to such Claims, unless representation presents a conflict due to actual or potential differing interests between Avanir and any other party represented by such counsel in such proceeding, and will have the right to settle such Claim on such terms and conditions it deems advisable; *provided, however,* that Peregrine will obtain Avanir's consent to any settlement which requires payment or other action by Avanir or is likely to have a material adverse effect on Avanir's business. The obligation of Peregrine stated in. Section 8.1 above will apply only if Avanir notifies Peregrine in writing within 30 days following receipt of written notice of any Claim brought against Avanir in respect of which Avanir intends to invoke the provisions of Section 8.1.

ARTICLE 9.

TERM; TERMINATION

9.1. **TERM**. Except as otherwise provided in this Article 9, (a) the term of license set forth in Sections 2.1 and 2.2 with respect to Licensed Products will commence upon the date of this Agreement first set forth above and will expire on the expiration date of the last to expire royalty obligation, and (b) upon such expiration of this Agreement, Peregrine will have an irrevocable, fully paid, royalty free, nonexclusive license to use the Antibody for any purpose whatsoever.

9.2. **TERMINATION FOR CONVENIENCE**. Peregrine will have the right to terminate this Agreement at any time upon 30 day's written notice to Avanir.

9.3. **TERMINATION FOR BANKRUPTCY**. Either party may terminate this Agreement by notice in writing to the other party if the other party becomes insolvent, suspends business, makes a general assignment for the benefit of creditors, suffers execution to be levied against it or is subject to or takes or attempts to take the benefit of any law for the release of the bankrupt or insolvent, whether voluntarily or otherwise, and such proceedings are not dismissed within 90 days of the commencement of any such proceeding. The party with respect to which the event referred to in this Section 9.3 has occurred will immediately notify the other party in writing of the occurrence of such event. The parties acknowledge that all licenses granted hereunder are and shall be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code, as amended (the "Code"), licenses of rights to intellectual property as defined under Section 101 of the Code. Each party hereby agrees that the Antibody and all intellectual property rights thereto shall and do hereby constitute "intellectual property" as such term is defined and used for all purposes as set forth at 11 U.S.C. §101(35A). The parties further agree that Peregrine, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code.

9.4. **EFFECT OF TERMINATION; ACCRUED RIGHTS; SURVIVING OBLIGATIONS.**

(a) Upon termination of this Agreement for any reason under the terms and conditions hereof: (i) the licenses granted hereunder will immediately terminate, (ii) Peregrine will discontinue its use of the Antibody, and destroy any and all materials comprising the Antibody (including any DNA sequences encoding such Antibody) in its possession, and (iii) upon the consent of Avanir and a given sublicensee, each such sublicensee of Peregrine hereunder will become a licensee of Avanir; provided that Peregrine and its Affiliates will retain the right to sell Licensed Products existing on the date of such termination, which sales will be subject to the royalty payment provisions set forth herein.

(b) Termination of this Agreement for any reason under the terms and conditions of this Agreement will not affect obligations of either party incurred prior to termination or the right of either party to recover damages from any breach thereof or affect Peregrine's obligations to pay to Avanir any royalties that have accrued as of the date of such termination.

(c) In the event Avanir terminates the licenses granted under this Agreement for nonpayment of royalties by Peregrine, all amounts then owing by Peregrine will immediately become due and payable.

(d) Upon termination of this Agreement by either party under the terms and conditions of this Agreement, neither party will incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from or incident to any termination of this Agreement (or any part thereof) by such party which complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

(e) Termination is not the sole remedy under this Agreement and, whether or not termination is effected; all other remedies will remain available.

(f) Upon termination of this Agreement for any reason under the terms and conditions of this Agreement, Avanir, may in its sole discretion, terminate any or all licenses or sublicenses granted by Avanir to Peregrine pursuant to this Agreement, together with any sublicenses by Peregrine hereunder.

(g) If this Agreement terminates any time after royalties on Licensed Products are payable, Peregrine will make a written report to Avanir, for each Licensed Product, within 90 days after the date on which Peregrine, its Affiliates or sublicensees last sell such Licensed Products stating in such report the same information required by yearly reports for all such Licensed Products made, sold or otherwise disposed of which were not previously reported to Avanir.

The terms of Sections 4.4, 5.1. and 5.2 and Articles 6, 7, 8, 9, 10 and 11 will survive termination of this Agreement for as long as necessary to permit their full discharge. Promptly after termination of this Agreement each party will return or dispose of any know-how of the other in the accordance with the instructions of the other, including without limitation any compounds, assays or other biological or chemical materials.

ARTICLE 10.

GOVERNING LAW; DISPUTE RESOLUTION

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California, applicable to contracts entered into, and wholly to be performed within the State of California (regardless of the choice of law principles of California or any other jurisdiction).

10.2. **LEGAL COMPLIANCE**. The parties will review in good faith and cooperate in taking such actions to ensure compliance of this Agreement with all applicable laws.

10.3. **DISPUTE RESOLUTION**. Any dispute under this Agreement will be finally settled by binding arbitration, conducted in accordance with the rules of the American Arbitration Association by three arbitrators appointed in accordance with said rules. The costs of the arbitration, including administrative and arbitrators' fees, will be shared equally by the parties to the arbitration. The prevailing party in any arbitration, as determined by the arbitration panel, will be entitled to an award against the other party in the amount of the prevailing party's costs and reasonable attorneys' fees. The arbitration will be held in San Diego, California, if brought by Peregrine, or Irvine, California, if brought by Avanir. A disputed performance or suspended perfoimances pending the resolution of the arbitration must be completed within 30 days following the final decision of the arbitrators. Any arbitration subject to this Section 10.3 will be completed within six months from the filing notice of a request for such arbitration.

ARTICLE 11.

GENERAL PROVISIONS

11.1. **NOTICES**. All notices required or permitted to be given under this Agreement will be in writing and will be deemed effectively given upon personal delivery, or the day after delivery to a recognized overnight courier, to the following address:

If to Peregrine:

Peregrine Pharmaceuticals, Inc.
14272 Franklin Avenue, Suite 100
Tustin, CA 92780-7017
Attention: Steven King

Cc: Mark Ziebell
Falk, Shaff & Ziebell LLP
18881 Von Karman Ave, Suite 1400
Irvine, CA 92612

If to Avanir:

Avanir Pharmaceuticals 11388
Sorrento Valley Road
San Diego, CA 92121
Attention: J. David Hansen
President and Chief Operating Officer

Any party may, by written notice to the other, designate a new address to which notices to the party giving the notice will thereafter be sent.

11.2. **FORCE MAJEURE**. No party will be liable for any delay or failure of performance to the extent such delay or failure is declared to be caused by circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent such delay or failure, provided that the party claiming excuse uses its reasonable best efforts to overcome the same. Notwithstanding the foregoing, should an event force majeure persist for 180 days or more, the non-declaring party will be entitled to terminate this Agreement without cost or liability.

11.3. **ENTIRETY OF AGREEMENT**. This Agreement and the Materials Transfer Agreement set forth the entire agreement and understanding of the parties relating to the subject matter contained in this Agreement and merges all prior discussions and agreements between them, and no party will be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of each of the parties.

11.4. **NON-WAIVER.** The failure of a party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

11.5. **DISCLAIMER OF AGENCY**. This Agreement will not constitute any party the legal representative or agent of another, nor will any party have the night or authority to assume, create, or incur any Third Party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

11.6. **SEVERANCE**. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without such provision, and the parties will discuss in good faith appropriate revised arrangements.

11.7. **AFFILIATES; ASSIGNMENT**. Except as otherwise provided in this Agreement, neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, riot to be unreasonably withheld; *provided*, *however,* that either party may assign this Agreement to any Affiliate or to any successor by merger or sale of substantially all of its business unit to which this Agreement relates in a manner such that the assignor will remain liable and responsible for the performance and observance of all its duties and obligations hereunder. References to a party will include any Affiliate of that party to whom such an assignment or delegation has been made or ratified. Subject to the restrictions contained in the preceding sentence, this Agreement will be binding upon the successors and assigns of the parties. Any attempted delegation or assignment not in accordance with this Section 11.7 will be of no force or effect.

11.8. **HEADINGS.** The headings contained in this Agreement have been added for convenience only and will not be construed as limiting.

11.9. **COUNTERPARTS**. This Agreement may be executed in two counterparts, each of which will be an original and both of which will constitute together the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement.

AVANIR PHARMACEUTICALS	PEREGRINE PHARMACEUTICALS, INC
By: /s/ J. David Hansen	By: /s/ Steven King
(Signature)	(Signature)
J. David Hansen	Steven King
Printed Name	Printed Name
Sr. Vice President	President
Title	Title
12/01/03	12-5-03
Date	Date

EXHIBIT A

Information to support the filing of an IND

I. Copies of all laboratory notebooks and development reports
II. List of materials used, including animal derived components, including certification and testing
III. Vector and Gene Construction

A. Source and function of the component parts of the vector

1. Name
2. Origin of Replication
3. Promoters
4. Enhancers
5. Antibiotic resistance genes/ selection genes
6. Other regulatory elements
7. Function of replicons, if applicable
8. Open reading frames
9. Genetic markers critical for characterization of production cells
10. Sequence of the vector
11. Restriction enzyme map of the vector

B. Details of the Gene

1. Any names and/or laboratory codes
2. Rational for choosing this gene
3. Restriction enzyme map of the gene
4. Complete nucleotide and amino acid sequences including the heavy chain
5. Origins describing from what cell line and type
6. Isolation strategy of the gene
7. Open reading frames
8. Designate any important sequence features

C. Details of the antibody

1. Structural identity of human sequences (i.e. is it a kappa or lambda constant region, IgG or IgG 4 , etc.?)
2. molecular mass

D. Detailed description of how the gene and vector were constructed

IV. Host Cells

A. Source (name, origin, history, identification characteristics, etc.)
B. Pheno- and geno- types
C. Any extraneous sequences produced by this cell line including any immunoglobulin heavy or light chains that it synthesizes and/or secretes

E. Methods of cell culture, concentration of cells at passage and passage numbers

V. Fusion Strategy

A. Mechanisms of gene/vector transfer into host cells
C. Are the genes integrated or extra-chromosomal
D. Demonstration that the construction is actually identical to that desired
E. Constitutive or controlled expression

VI. Sub-cloning and Isolation Strategy

A. Detailed methodology of candidate cell line isolation
B. Description of amplification process
C. Selection methodology

E. Detailed methodology for establishment of the cell line
F. Any extraneous sequences produced as a result of the sub-cloning

VII. Confirmation/comparison to known 3G4 sequence

A. Sequencing methodology
B. Results for identification and authenticity

Exhibit 10.23

LICENSE AGREEMENT

between

LONZA BIOLOGICS PLC

and

PEREGRINE PHARMACEUTICALS INC

INDEX

THIS AGREEMENT is made with effect from the first day of July 1998

BETWEEN

LONZA BIOLOGICS PLC of 228 Bath Road, Slough, Berkshire SLI 4DY, England (hereinafter referred to as "Biologics"), and

PEREGRINE PHARMACEUTICALS INC, (formerly known as TECHNICLONE CORPORATION) of 14282 Franklin Avenue, Tustin, CA 92780-7017, USA (hereinafter referred to as "Licensee")

WHEREAS

A. Biologics is the proprietor of a system for gene expression utilising glutamine synthetase, and

B. The Licensee wishes to take a Licence under Intellectual Property (as hereinafter defined) of which Biologics is the proprietor to commercially exploit a Product (as hereinafter defined) in the form hereunder.

NOW THEREFORE the parties hereby agree as follows:

1. Definitions and Interpretation

"Affiliate" means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with the relevant party to this Agreement. "Control" means the ownership of more than fifty percent (50%) of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the party in question.

"Cell Lines" means those cell lines referred to in Clause 2.1.1(b) of the REA of which Biologics is the proprietor or is otherwise entitled to use in accordance with the terms set out herein.

"Competing Contract Manufacturer" means any party who undertakes or performs more than fifty percent (50%) of its business as a third party manufacturer of monoclonal antibodies and/or therapeutic proteins or any product of a similar nature to that to which this Agreement relates.

"Effective Date" means the date first above written.

"First Commercial Sale" means the date of the first sale or other disposal of Product for consideration by the Licensee pursuant to a New Drug Application that has been approved by the Food & Drug Administration or the equivalent in the appropriate jurisdiction.

"Intellectual Property" means Materials Know-How and Patent Rights.

"Know-How" means unpatented technical and other information including but without prejudice to the generality of the foregoing ideas, concepts, inventions, discoveries, data, formulae, specifications, procedures for experiments and tests and other protocols, results of experimentation and testing, fermentation and purification techniques and assay protocols.

"Materials" means the System and the Vectors, but excluding any gene proprietary to Licensee inserted into the System for the purposes of producing Product.

"Materials Know-How" means Know-How specifically relating to the Materials of which Biologics is the proprietor.

"Net Selling Price" means all monies received by or on behalf of Licensee in respect of the sale of Product in the Territory less the following items to the extent that they are paid or allowed and included in the invoice price:

(a) normal discounts actually granted;

(b) credits allowed for Product or other goods returned or not accepted by customers;

(c) packaging, transportation and prepaid insurance charges on shipments or deliveries to customers;

(d) taxes actually incurred and paid by Licensee in connection with the sale or delivery of Product or other goods to customers;

(e) cost of radio isotopes, including cost of radio labelling services, which are added to Product prior to sale; and

(f) cost of any other component that is added to the final antibody and that is necessary for Product to produce its desired effect, including cost of conjugation services which are added to Product.

Upon any sale or other disposal of Product by or on behalf of Licensee other than a bona fide arms length transaction exclusively for money or upon any use of the Product for purposes which do not result in a disposal of such Product in consideration of sales revenue customary in the country of use, such sale, other disposal or use shall be deemed to constitute a sale at the then current maximum selling price in the country in which such sale, other disposal or use occurs.

For the avoidance of doubt, the supply of Product free of charge or at cost as commercial samples or for use in clinical studies or to third parties for research, development or evaluation purposes shall not be included in this provision

"Patent Rights" means the patents and applications short particulars of which are set out in Schedule 1 hereto and all patents and applications thereof of any kind throughout the world whether national or regional including but without prejudice to the generality of the foregoing, author certificates, inventor certificates, improvement patents, utility certificates and models and certificates of addition and including any divisions, renewals, continuations, extensions of reissue thereof.

"Phase I Clinical Studies" means a limited series of studies in patients or healthy volunteers whose primary purpose is to evaluate the safety and pharmacokinetics of a Product in any indication.

"Phase II Clinical Studies" means the initial trials of a Product in a clinical development programme on a limited number of patients for the primary purpose of evaluating safety, dose ranging and efficacy in the proposed therapeutic indications.

"Product" means DNA/histone directed antibody of human or chimeric origin, in combination with radio isotope or another component, of which antibody Licensee is the proprietor and which is obtained by the expression of any one gene or of any combination of genes by use of the Materials. For the avoidance of doubt, save as expressly provided by Clause 4.4, this Agreement shall not entitle Licensee to exploit the rights granted hereunder in respect of more than one antibody without the prior written consent of Biologics.

"REA" means the Research Evaluation Agreement dated 25 April 1995 between Biologics' predecessor in title, Celltech Therapeutics Limited, and Licensee's predecessor in title, Cancer Therapeutics, Inc., as updated and consolidated in that certain Research Evaluation Agreement between the parties dated

"Strategic Partner" means a party with whom Licensee has entered into a contractual relationship to identify a therapeutic target for, or to collaborate in the performance of research and development of, or to provide for the further commercialisation of, a Product or a product of which the Strategic Partner is the Proprietor. In no event may any entity that is primarily a Competing Contract Manufacturer or a company which does not have independent operations that will be materially relied on by Licensee for development of the relevant Product be deemed a Strategic Partner for the purposes of this Agreement.

"Subsidiary" means Avid Bioservices Inc., and each other Affiliate of Licensee

"System" means the glutamine synthetase gene expression system of which Biologics is the proprietor, as the same is described in the Intellectual Property.

"Territory" means worldwide.

"Valid Claim" means a claim within the Patent Rights (including any re-issued and unexpired patents) which has not been held unenforceable or invalid by the decision of a court or other governmental agency of competent jurisdiction unappealable or unappealed within the time allowed for appeal and which has not been admitted to be invalid or unenforceable through re-issue or disclaimer or otherwise.

"Vectors" means those vectors containing the System referred to in clause 2.1.1 (a) of the REA.

"Year" means a twelve (12) month period from the Effective Date hereof or an anniversary of the Effective Date.

2. Supply of Materials and Know-How

2.1 Following the signature of this Agreement by both parties and receipt of the payment specified in Clause 5.1 hereof Licensee shall be entitled to retain and use, in accordance with this Agreement, the Materials and Materials Know-How supplied by Biologics under the REA prior to 1st June 2004. For the avoidance of doubt, this Agreement does not impair the rights of Licensee under the REA to use the Materials and Materials Know-How in accordance with the terms of the REA.

3. Ownership of Property and Intellectual Property

3.1 It is hereby acknowledged and agreed that any and all property and Intellectual Property in the Materials is vested in Biologics, and any and all property and intellectual property in the Products and any gene belonging to the Licensee that is inserted into the System is vested in Licensee.

3.2 The provisions of this Clause 3 shall survive termination of this Agreement.

4. Licences

4.1 Biologics hereby grants to Licensee a worldwide non-exclusive licence to use the System, the Cell Lines, the Materials, and the Intellectual Property to develop, manufacture, market and sell Product.

4.2 The Licensee hereby undertakes not to make any modifications or adaptations to the Materials or the Cell Lines during the subsistence of this Agreement.

4.3 Subject to the provisions of this Clause 4.3, Licensee shall be entitled to grant one or more sublicences to the rights granted by Clause 4.1 to third parties for the purposes of any such third party manufacturing, or assisting in the manufacture of, a Product for Licensee provided always:

4.3.1 Licensee shall ensure such sublicensee's use of the Materials, the Cell Lines, the Intellectual Property and the Product is undertaken solely for the purpose of establishing a manufacturing process for Product, or producing Product, for Licensee; and

4.3.2 The sublicensee shall not, by virtue of this Agreement, be granted any right or licence, either express or implied, under any patent or proprietary right vested in Biologics or otherwise, to use the Materials, the Intellectual Property or the Product other than for the purposes of establishing a manufacturing Process for Product or producing Product for Licensee and Licensee agrees to ensure that such sublicensee shall not assign, transfer, further sublicense or otherwise make over the benefit or the burden of the rights granted to it pursuant to this Agreement; and

4.3.3 Any sublicence granted shall be expressly subject and subordinate to the terms of this Agreement, and it shall be Licensee's responsibility to ensure the strict adherence by any sublicensee hereunder to the terms and conditions of this Agreement; and

4.3.4 Prior to the grant of any sublicence pursuant to this Clause 4 (other than a sublicence to any Affiliate of Licensee), Licensee shall obtain the written consent of Biologics (such consent not to be unreasonably withheld or delayed), to the grant of such sublicence. Licensee shall notify Biologics of any sublicence to any Affiliate of Licensee within thirty (30) days of signature of such sublicence.

4.4 Notwithstanding the fact that the rights granted in Clause 4.1 relate only to a single molecule which falls within the definition of Product, the Licensee shall be entitled to conduct Phase I and Phase II Clinical Studies on more than one (1) antibody which antibodies otherwise satisfy the definition of Product. These additional rights are granted on the understanding that they are exploited in every other way in accordance with, and are subject to, the terms of this Agreement (including specifically Clause 5 below) and on the understanding Licensee shall identify in writing to Biologics the specific Product antibody it intends to proceed to develop beyond Phase II Clinical Studies prior to embarking on such further development.

4.5 Licensee may provide plasmid vectors containing the DNA sequence encoding Product and cell lines containing those plasmid vectors (hereafter "Licensee Materials"), but not the Materials themselves, to one or more third parties for analysis and testing purposes associated with the manufacture of Product (for example in relation to the integrity of the DNA sequence), subject to the following provisos:

(a) Licensee shall obtain the written consent of Biologics prior to any disclosure to a third party, such consent not to be unreasonably withheld or delayed; and

(b) Licensee shall have obtained from each such third party an agreement that such third party shall not use the Licensee Materials for any purpose except as set out above in this clause 4.5, shall not disclose the Licensee Materials to any other third party and shall destroy the Licensee Materials upon the conclusion of its engagement.

5. Payments

5.1 In consideration of the licence granted to Licensee pursuant to Clause 4.1 hereof, Licensee shall pay Biologics as follows:

5.1.1 [***] within thirty (30) days of execution of this Agreement; and

5.1.2 a royalty of [***] of the Net Selling Price in respect of Product manufactured by Biologics, Licensee or any of Licensee's Affiliates, including Avid Bioservices Inc.

5.2 In consideration for the right to sublicense the rights granted by Clause 4.1 pursuant to Clause 4.3 to a Strategic Partner, Licensee shall pay Biologics as follows:

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

5.2.1 [***] per sublicence per annum during which the sublicence in question subsists, beginning upon completion of patient recruitment for Phase II clinical trials; and

5.2.2 a royalty of [***] of the Net Selling Price of Product Manufactured by such Strategic Partner.

5.3 In consideration for the right to sublicense the rights granted by Clause 4.1 pursuant to Clause 4.3 to parties other than those expressly permitted under clauses 5.1 and 5.2 above, Licensee shall pay Biologics as follows:

5.3.1 [***] per sublicence per annum during which the sublicence in question subsists, which sum shall fall due on the commencement date of the relevant sublicence and on each anniversary of the commencement date of the relevant sublicence; and

5.3.2 a royalty of [***] of the Net Selling Price of Product manufactured by a sublicensee.

5.4 Notwithstanding the foregoing provisions of this Clause 5, no amount shall be payable pursuant to Clause 5.2.2 or 5.3.2 with respect to a sub-licence if such sub-licence is not for the purpose of manufacturing, and does not permit or result in the manufacture of, Product for sale.

6. Royalty Procedures

6.1 Licensee shall keep true and accurate records and books of account containing all data necessary for the calculation of royalties payable to Biologics. Such records and books of account shall, upon reasonable notice having been given by Biologics, be open at all reasonable times during business hours for inspection by Biologics or its duly authorised representative.

6.2 Subsequent to the commencement of Product sales, Licensee shall prepare a statement in respect of each calendar quarter which shall show for the quarter in question details of the sales of Product and the royalty due and payable to Biologics thereon.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

Such statement shall be submitted to Biologics within thirty (30) days of the end of the calendar quarter to which it relates together with a remittance for the royalties due to Biologics.

6.3 All sums due under this Agreement:

6.3.1 shall be made in pounds sterling to Biologics. Payments due to Biologics in currencies other than pounds sterling shall first be calculated in the relevant local currency before being calculated at the rate of exchange ruling at the close of business on the day payment is due or made, whichever is earlier, provided always that where payment is made after the date provided therefore herein conversion shall be at the rate ruling at the date of payment if this is more favourable to Biologics. The rate of exchange shall be the mean value of the Pound Spot Rate in London first published in the Financial Times on the day following the day for determining such rates.

6.3.2 are exclusive of any Value Added Tax or of any other applicable taxes, levies, imposts, duties and fees of whatever nature imposed by or under the authority of any government or public authority which shall be paid by Licensee. The parties agree to co-operate in all respects necessary to take advantage of such double taxation agreements as may be available.

6.4 Where Biologics does not receive payment of any sum by the due date, interest shall accrue thereafter on the sum due and owing to Biologics at the rate of two percent (2%) over the base rate from time to time of Midland Bank plc, interest to accrue on a day to day basis without prejudice to Biologics' right to receive payment on the due date.

7. Liability and Warranties

7.1 Biologics gives no representation or warranty that the Patent Rights which are patent applications will be granted or if granted will be valid nor that the exercise of the rights granted to Licensee hereunder will not infringe other patent rights or intellectual property rights vested in Biologics or any third party.

7.2 The Licensee hereby acknowledges that in order to exploit the rights contained herein the Licensee may require licences under Biologics patent rights other than those herein licensed or under third party patent rights (including those vested in Affiliates of Biologics) that may be infringed by the use by the Licensee of the rights licensed herein and it is hereby agreed that it shall be the Licensee's responsibility to satisfy itself as to the need for such licences and if necessary to obtain such licences. No licence is granted save as expressly provided herein and no licence in addition thereto shall be deemed to have arisen or be implied by way of estoppel or otherwise.

7.3 Licensee shall indemnify and hold harmless Biologics and its officers, servants and agents at all times in respect of any and all losses, damages, costs and expenses suffered or incurred as a result of any contractual, tortious or other claims or proceedings by third parties against Biologics arising in any way out of the exercise by Licensee of any of the rights granted to it under this Agreement, and in particular, product liability claims or proceedings.

7.4 Any condition or warranty other than those relating to title which might otherwise be implied or incorporated within this Agreement by reason of statute or common law or otherwise is hereby expressly excluded.

7.5 The terms of this Clause 7 shall survive termination of the Agreement for whatever reason.

8. Confidentiality

8.1 Licensee expressly acknowledges that the Materials Know-How and any other Know-How with which it is supplied by Biologics pursuant to this Agreement is supplied in circumstances imparting an obligation of confidence and Licensee agrees to keep such Know How or Materials Know-How secret and confidential and to respect Biologics' proprietary rights therein and to use the same for the sole purpose of this Agreement and not during the period of this Agreement or at any time for any reason whatsoever to disclose or permit to be disclosed such Know How or Materials Know-How to any third party. Licensee shall procure that only its employees shall have access to the Know How or Materials Know-How on a need to know basis and that all such employees shall be informed of their secret and confidential nature and shall be subject to the same obligations as Licensee pursuant to this Clause 8.1, subject to applicable law.

8.2 Licensee hereby undertakes and agrees to keep the Materials and the Cell Lines secure and safe from loss, damage, theft, misuse and unauthorised access and shall procure that the Materials and the Cell Lines shall be made available only to employees of Licensee and other permitted persons under clause 4.5 above on a need to know basis and subject to the same obligations of confidence as provided in Clause 8.1 hereof, and to use the same for the sole purpose of this Agreement.

8.3 Both parties undertake and agree not to at any time for any reason whatsoever disclose or permit to be disclosed to any third party or otherwise make use of or permit to be made use of any trade secrets or confidential information relating to the business affairs or finances of the other or of any suppliers, agents, distributors, licensees or other customers of the other which comes into their possession pursuant to this Agreement.

8.4 The obligations of confidence referred to in this Clause 8 shall not extend to any information which:

8.4.1 is or shall become generally available to the public otherwise than by reason of a breach by the recipient party of the provisions of this Clause 8;

8.4.2 is known to the recipient party and is at its free disposal prior to its receipt from the other;

8.4.3 is subsequently disclosed to the recipient party without obligations of confidence by a third party owing no such obligations in respect thereof; and

8.4.4 Biologics or Licensee may be required to disclose to a government agency for the purpose of any statutory, regulatory or similar legislative requirement applicable to the production of Product or to meet the requirements of any Stock Exchange to which the parties may be subject but only to the extent such disclosure is required, and subject to obligations of secrecy wherever possible.

8.5 The obligations of both parties under this Clause 8 shall survive the expiry or termination of this Agreement for whatever reason.

9. Patents

9.1 Biologics hereby undertakes and agrees that at its own cost and expense it will:

9.1.1 prosecute or procure prosecution of such of the Patent Rights which are patent applications diligently to grant so as to secure the best commercial advantage obtainable so far as it is reasonable to do so with reference to Biologics' commercial considerations; and

9.1.2 pay or procure payment of all renewal fees in respect of the Patent Rights valid and subsisting for the full term thereof and in particular will procure such renewal of the registrations thereof as may be necessary from time to time so far as it is reasonable to do so with particular reference to commercial considerations.

9.2 Licensee shall promptly notify Biologics in writing of any infringement or improper or unlawful use of or of any challenge to the validity of the Patent Rights and/or Materials Know-How that shall become known to the senior executives of Licensee. Biologics undertakes and agrees to take all such steps and proceedings and to do all other acts and things as may in Biologics' sole discretion be necessary to restrain any such infringement or improper or unlawful use or to defend such challenge to validity and Licensee shall permit Biologics to have the sole conduct of any such steps and proceedings including the right to settle them whether or not Licensee is a party to them. Licensee hereby agrees to co-operate fully with Biologics at its own cost and expense lending its name to the proceedings as may be necessary.

Biologics shall be entitled to retain any and all monies received from such proceedings.

10. Term and Termination

10.1 Unless terminated earlier in accordance with the provisions of this Clause 10 or Clause 13 or 14, this Agreement shall continue in force in each country of the world, until expiry of the last to expire of a period of fifteen (15) years from the date of First Commercial Sale or until expiry of the last Valid Claim, whichever is later always provided that this Agreement shall terminate before the expiry of the said fifteen (15) year period and after the expiry of the last Valid Claim if Biologics makes publicly available the Materials and the Materials Know-How.

10.2 Licensee may terminate this Agreement by giving sixty (60) days notice in writing to Biologics.

10.3 Either Biologics or Licensee may terminate this Agreement forthwith by notice in writing to the other upon the occurrence of any of the following events :

10.3.1 if the other commits a breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the r eceipt by the other of a notice identifying the breach and requiring its remedy.

10.3.2 if the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.

10.4 If at any time during this Agreement Licensee directly or indirectly opposes or assists any third party to oppose the grant of letters patent or any patent application within any of the Patent Rights or disputes or directly or indirectly assists any third party to dispute the validity of any patent within any of the Patent Rights or any of the claims thereof, Biologics shall be entitled at any time thereafter to terminate all or any of the licences granted hereunder forthwith by notice to Licensee.

10.5 If this Agreement is terminated for any reason any and all licences granted hereunder shall terminate with effect from the date of termination and Licensee shall destroy all Materials and Cell Lines forthwith and shall certify such destruction immediately thereafter in writing to Biologics. Licensee shall be permitted to sell such stocks of Product as have been manufactured or are being manufactured on or prior to the date of termination of this Agreement, and shall account to Biologics for royalties on the sale of such products in accordance with clause 5 above.

10.6 Termination for whatever reason or expiration of this Agreement shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination. The right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in full force and effect.

11. Assignment

11.1 Neither party shall be entitled to assign, transfer, charge or in any way make over the benefit and/or the burden of this Agreement without the prior written consent of the other which consent shall not be unreasonably withheld or delayed, save that Biologics shall be entitled without the prior written consent of the Licensee to assign, transfer, charge, sub-contract, deal with or in any other manner make over the benefit and/or burden of this Agreement to an Affiliate or to any 50/50 joint venture company of which Biologics is the beneficial owner of fifty percent (50%) or more of the issued share capital thereof or to any company with which that party may merge or to any company to which that party may transfer its assets and undertaking, provided in each case of an assignment of burdens, that all intellectual property and other property and rights of Biologics necessary to enable such assignee or transferee to specifically perform the obligations of Biologics hereunder shallalso be so assigned or transferred. Notwithstanding the foregoing, Licensee shall have the right to assign its rights and obligations hereunder in connection with a sale of all or substantially all of the assets involved in the line of business that includes the Product (including a sale of all or substantially all of its assets) without the prior written consent of Biologics.

11.2 This Agreement shall be binding upon the successors and assigns of the parties and the name of a party appearing herein shall be deemed to include the names of its successors and assigns provided always that nothing herein shall permit any assignment by either party except as expressly provided herein.

12. Governing Law and Jurisdiction

12.1 The validity, construction and performance of this Agreement shall be governed by English law.

12.2 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the High Court of Justice in England to which the parties hereto irrevocably submit.

12.3 Each of the parties irrevocably consents to award or grant of any relief in any such proceedings before the High Court of Justice in England. Either party shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgement or order obtained from the High Court of Justice in England.

13. Force Majeure

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons set out in this Clause 13 such party shall give written notice to the other of such inability stating the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety (90) days and substantially affects the commercial basis of this Agreement the party not claiming under this Clause 13 shall have the right to terminate this Agreement by giving sixty (60) days written notice of such termination to the other party.

14. Illegality

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties hereto or this Agreement including the EC Commission or the European Court of Justice, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement either party shall have the right to terminate this Agreement by giving sixty (60) days written notice of such termination to the other party.

15. Entire Agreement/Amendment/Waiver/Press Releases/Costs

15.1 This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, understanding or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.

15.2 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.

15.3 No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy underthis Agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.4 The text of any press release or other communication to be published by or in the media whether or a scientific nature or otherwise and concerning the subject matter of this Agreement shall require the prior written approval of Biologics.

15.5 Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

16. Notice

16.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by registered post, courier, facsimile or other electronic media to a party or delivered in person to a party at the address or facsimile number set out below for such party or such other address as the party may from time to time designate by written notice to the other(s):

Address of Biologics
Lonza Biologics plc, 228 Bath Road, Slough, Berkshire SL1 4DX
Facsimile : 01753 777001

Address of Licensee
Peregrine Pharmaceuticals Inc, 14282 Franklin Avenue, Tustin, CA 92780-7017
Facsimile : 001 714 838 4094

16.2 All such notices and documents shall be in the English language. Any such notice or other document shall be deemed to have been received by the addressee seven (7) working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by facsimile or other electronic media, simultaneously with the transmission or delivery. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

17. Interpretation

17.1 The headings in this Agreement are inserted only for convenience and shall not affect the construction hereof.

17.2 Where appropriate words denoting a singular number only shall include the plural and vice versa.

17.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

AS WITNESS the hands of the duly authorised representatives of the parties hereto

Signed for and on behalf of
LONZA BIOLOGICS PLC

/s/ LONZA BIOLOGICS PLC
TITLE: Finance Director
DATE: 05 OCT 2004

Signed for and on behalf of
PEREGRINE PHARMACEUTICALS INC

/s/ Paul Lytle
TITLE: CFO
DATE: 15 Sept 04

SCHEDULE 1

PATENT RIGHTS

Biologics Ref: LBP07 (formerly known as PA 98)
Priority Dates: 01.04.85 and 03.09.85
Title: Transformed Myeloma Cell-Line and a Process for the Expression of a Gene Coding for a Eukaryotic Polypeptide employing same
Inventors: John Henry Kenten
Michael Alan Boss

Territory	Patent Application or * Patent Number	Patent Expiry Date
Australia	*584417	01.04.02
Bulgaria	77296	-
Canada	*1319120	15.06.10
Europe+	*216846	01.04.06
Japan	501959/86	-
United Kingdom	*2183662	01.04.06
USA	07/701374	-
Russia (formerly a USSR application)	4028654.13	

+ includes Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Swede and Switzerland.

Biologics Ref:	PA 108
Priority Date:	23.01.86
Title:	Recombinant DNA Sequences, Vectors containing them and Method for the use thereof
Inventors:	Richard Harris Wilson (Glasgow University) Christopher Robert Bebbington

Territory	Patent Application or * Patent Number	Patent Expiry Date
Australia	*599081	23.01.03
Canada	528011	-
Europe+	*256055	23.01.07
Japan	500891/87	-
USA	*5122464	16.06.09
USA (Divisional)	07/852390	-

+ includes Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Swede and Switzerland.

Biologics Ref: LBP09 (formerly known as PA 140)
Priority Date: 23.07.87
Title: Recombinant DNA Product and Processes using it
Inventors: Christopher Robert Bebbington

Territory	Patent Application or * Patent Number	Patent Expiry Date
Europe+	*323997	22.07.08
Japan	506088/88	
USA	07/339615	

+ includes Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Sweden, Switzerland and United Kingdom

Biologics Ref:	LBP10 (formerly known as PA 177)
Priority Date:	18.04.88
Title:	Recombinant DNA Methods, Vectors and Host Cells
Inventors:	Christopher Robert Bebbington
	Geoffrey Thomas Yarranton

Territory	Patent Application or * Patent Number	Patent Expiry Date
Australia	*624616	18.04.05
Canada	597034	
Europe+	89303964.4	
Japan	505128/89	
USA	07/460154	

+ includes Austria, Belgium, France, Germany, Greece, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland and United Kingdom

Exhibit 10.24

LICENSE AGREEMENT

between

LONZA BIOLOGICS PLC

and

PEREGRINE PHARMACEUTICALS INC

INDEX

THIS AGREEMENT is made with effect from the 1st day of March 2005

BETWEEN

LONZA BIOLOGICS PLC of 228 Bath Road, Slough, Berkshire SL1 4DX, England (hereinafter referred to as "Biologics"), and

PEREGRINE PHARMACEUTICALS INC, of 14282 Franklin Avenue, Tustin, CA 92780-7017, USA (hereinafter referred to as "Licensee")

WHEREAS

A. Biologics is the proprietor of a system for gene expression utilising glutamine synthetase, and

B. The Licensee wishes to take a Licence under Intellectual Property (as hereinafter defined) of which Biologics is the proprietor to commercially exploit a Product (as hereinafter defined) in the form hereunder.

NOW THEREFORE the parties hereby agree as follows:

1. Definitions and Interpretation

"Affiliate" means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with the relevant party to this Agreement. "Control" means the ownership of more than fifty percent (50%) of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the party in question.

"Cell Lines" means those cell lines referred to in Clause 2.1.1(b) of the REA of which Biologics is the proprietor or is otherwise entitled to use in accordance with the terms set out herein.

"Competing Contract Manufacturer" means any party who undertakes or performs more than fifty percent (50%) of its business as a third party manufacturer of monoclonal antibodies and/or therapeutic proteins or any product of a similar nature to that to which this Agreement relates.

"Effective Date" means the date first above written.

"First Commercial Sale" means the date of the first sale or other disposal of Product for consideration by the Licensee pursuant to a New Drug Application that has been approved by the Food & Drug Administration or the equivalent in the appropriate jurisdiction.

"Intellectual Property" means Materials Know-How and Patent Rights.

"Know-How" means unpatented technical and other information including but without prejudice to the generality of the foregoing ideas, concepts, inventions, discoveries, data, formulae, specifications, procedures for experiments and tests and other protocols, results of experimentation and testing, fermentation and purification techniques and assay protocols.

"Materials" means the System and the Vectors, but excluding any gene proprietary to Licensee inserted into the System for the purposes of producing Product.

"Materials Know-How" means Know-How specifically relating to the Materials of which Biologics is the proprietor.

"Net Selling Price" means all monies received by or on behalf of Licensee in respect of the sale of Product in the Territory less the following items to the extent that they are paid or allowed and included in the invoice price:

(a) normal discounts actually granted;

(b) credits allowed for Product or other goods returned or not accepted by customers;

(c) packaging, transportation and prepaid insurance charges on shipments or deliveries to customers;

(d) taxes actually incurred and paid by Licensee in connection with the sale or delivery of Product or other goods to customers;

(e) cost of radio isotopes, including cost of radio labelling services, which are added to Product prior to sale; and

(f) cost of any other component that is added to the final antibody and that is necessary for Product to produce its desired effect, including cost of conjugation services which are added to Product.

Upon any sale or other disposal of Product by or on behalf of Licensee other than a bona fide arms length transaction exclusively for money or upon any use of the Product for purposes which do not result in a disposal of such Product in consideration of sales revenue customary in the country of use, such sale, other disposal or use shall be deemed to constitute a sale at the then current maximum selling price in the country in which such sale, other disposal or use occurs.

For the avoidance of doubt, the supply of Product free of charge or at cost as commercial samples or for use in clinical studies or to third parties for research, development or evaluation purposes shall not be included in this provision

"Patent Rights" means the patents and applications short particulars of which are set out in Schedule 1 hereto and all patents and applications thereof of any kind throughout the world whether national or regional including but without prejudice to the generality of the foregoing, author certificates, inventor certificates, improvement patents, utility certificates and models and certificates of addition and including any divisions, renewals, continuations, extensions of reissue thereof.

"Phase I Clinical Studies" means a limited series of studies in patients or healthy volunteers whose primary purpose is to evaluate the safety and pharmacokinetics of a Product in any indication.

"Phase II Clinical Studies" means the initial trials of a Product in a clinical development programme on a limited number of patients for the primary purpose of evaluating safety, dose ranging and efficacy in the proposed therapeutic indications.

"Product" means the chimeric monoclonal antibody that binds to the phospholipid phosphatidylserine, known as TarvacinTM, of which antibody Licensee is the proprietor and which is obtained by the expression of any one gene or of any combination of genes by use of the Materials. For the avoidance of doubt, save as expressly provided by Clause 4.4, this Agreement shall not entitle Licensee to exploit the rights granted hereunder in respect of more than one antibody without the prior written consent of Biologics.

"REA" means the Research Evaluation Agreement dated 25 April 1995 between Biologics' predecessor in title, Celltech Therapeutics Limited, and Licensee's predecessor in title, Cancer Therapeutics, Inc., as updated and consolidated in that certain Research Evaluation Agreement between the parties dated 15 September, 2004.

"Strategic Partner" means a party with whom Licensee has entered into a contractual relationship to identify a therapeutic target for, or to collaborate in the performance of research and development of, or to provide for the further commercialisation of, a Product or a product of which the Strategic Partner is the Proprietor. In no event may any entity that is primarily a Competing Contract Manufacturer or a company which does not have independent operations that will be materially relied on by Licensee for development of the relevant Product be deemed a Strategic Partner for the purposes of this Agreement.

"Subsidiary" means Avid Bioservices Inc., and each other Affiliate of Licensee

"System" means the glutamine synthetase gene expression system of which Biologics is the proprietor, as the same is described in the Intellectual Property.

"Territory" means worldwide.

"Valid Claim" means a claim within the Patent Rights (including any re-issued and unexpired patents) which has not been held unenforceable or invalid by the decision of a court or other governmental agency of competent jurisdiction unappealable or unappealed within the time allowed for appeal and which has not been admitted to be invalid or unenforceable through re-issue or disclaimer or otherwise.

"Vectors" means those vectors containing the System referred to in clause 2.1.1 (a) of the REA.

"Year" means a twelve (12) month period from the Effective Date hereof or an anniversary of the Effective Date.

2. Supply of Materials and Know-How

2.1 Following the signature of this Agreement by both parties Licensee shall beentitled to retain and use, in accordance with this Agreement, the Materials and Materials Know-How supplied by Biologics under the REA. For the avoidance of doubt, this Agreement does not impair the rights of Licensee under the REA to use the Materials and Materials Know-How in accordance with the terms of the REA.

3. Ownership of Property and Intellectual Property

3.1 It is hereby acknowledged and agreed that any and all property and IntellectualProperty in the Materials is vested in Biologics, and any and all property and intellectual property in the Products and any gene belonging to the Licensee that is inserted into the System is vested in Licensee.

3.2 The provisions of this Clause 3 shall survive termination of this Agreement.

4. Licences

4.1 Biologics hereby grants to Licensee a worldwide non-exclusive licence to use the System, the Cell Lines, the Materials, and the Intellectual Property to develop, manufacture, offer for sale, import, market and sell Product.

4.2 The Licensee hereby undertakes not to make any modifications or adaptations to the Materials or the Cell Lines during the subsistence of this Agreement.

4.3 Subject to the provisions of this Clause 4.3, Licensee shall be entitled to grant oneor more sublicences to the rights granted by Clause 4.1 to third parties for the purposes of any such third party manufacturing, or assisting in the manufacture of, a Product for Licensee provided always:

4.3.1 Licensee shall ensure such sublicensee's use of the Materials, the Cell Lines, the Intellectual Property and the Product is undertaken solely for the purpose of establishing a manufacturing process for Product, or producing Product, for Licensee; and

4.3.2 The sublicensee shall not, by virtue of this Agreement, be granted any right or licence, either express or implied, under any patent or proprietary right vested in Biologics or otherwise, to use the Materials, the Intellectual Property or the Product other than for the purposes of establishing a manufacturing Process for Product or producing Product for Licensee and Licensee agrees to ensure that such sublicensee shall not assign, transfer, further sublicense or otherwise make over the benefit or the burden of the rights granted to it pursuant to this Agreement; and

4.3.3 Any sublicence granted shall be expressly subject and subordinate to the terms of this Agreement, and it shall be Licensee's responsibility to ensure the strict adherence by any sublicensee hereunder to the terms and conditions of this Agreement; and

4.3.4 Prior to the grant of any sublicence pursuant to this Clause 4 (other than a sublicence to any Affiliate of Licensee), Licensee shall obtain the written consent of Biologics (such consent not to be unreasonably withheld or delayed), to the grant of such sublicence. Licensee shall notify Biologics of any sublicence to any Affiliate of Licensee within thirty (30) days of signature of such sublicence.

4.4 Notwithstanding the fact that the rights granted in Clause 4.1 relate only to a single molecule which falls within the definition of Product, the Licensee shall be entitled to conduct Phase I and Phase II Clinical Studies on more than one (1) antibody which antibodies otherwise satisfy the definition of Product. These additional rights are granted on the understanding that they are exploited in every other way in accordance with, and are subject to, the terms of this Agreement (including specifically Clause 5 below) and on the understanding Licensee shall identify in writing to Biologics the specific Product antibody it intends to proceed to develop beyond Phase II Clinical Studies prior to embarking on such further development.

4.5 Licensee may provide plasmid vectors containing the DNA sequence encodingProduct and cell lines containing those plasmid vectors (hereafter "Licensee Materials"), but not the Materials themselves, to one or more third parties for analysis and testing purposes associated with the manufacture of Product (for example in relation to the integrity of the DNA sequence), subject to the following provisos:

(a) Licensee shall obtain the written consent of Biologics prior to any disclosure to a third party, such consent not to be unreasonably withheld or delayed; and

(b) Licensee shall have obtained from each such third party an agreement that such third party shall not use the Licensee Materials for any purpose except as set out above in this clause 4.5, shall not disclose the Licensee Materials to any other third party and shall destroy the Licensee Materials upon the conclusion of its engagement.

5. Payments

5.1 In consideration of the licence granted to Licensee pursuant to Clause 4.1 hereof,

Licensee shall pay Biologics as follows:

5.1.1 where Biologics manufactures the Product, a royalty of [***] of the Net Selling Price; or

5.1.2 where Licensee, any of Licensee's Affiliates, including Avid Bioservices Inc. or Licensee's Strategic Partner manufactures the Product under a sublicence granted in accordance with Clause 4.3:

5.1.2.1 [***] commencing upon completion of patient recruitment for phase II clinical trials; and

5.1.2.2 a royalty of [***] of the Net Selling Price.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

5.2 In consideration for the right to sublicense the rights granted by Clause 4.1pursuant to Clause 4.3, to parties other than those expressly permitted under clauses 5.1.1 and 5.1.2 above Licensee shall pay Biologics as follows:

5.2.1 [***] per sublicence per annum during which the sublicence in question subsists, which sum shall fall due on the commencement date of the relevant sublicence and on each anniversary of the commencement date of the relevant sublicence; and

5.2.2 a royalty of [***] of the Net Selling Price of Product Manufactured by a sublicensee.

5.3 Notwithstanding the foregoing provisions of this Clause 5, no amount shall bepayable pursuant to Clause 5.2.1 or 5.2.2 with respect to a sub-licence if such sub-licence is not for the purpose of manufacturing, and does not permit or result in the manufacture of, Product for sale.

6. Royalty Procedures

6.1 Licensee shall keep true and accurate records and books of account containing alldata necessary for the calculation of royalties payable to Biologics. Such records and books of account shall, upon reasonable notice having been given by Biologics, be open at all reasonable times during business hours for inspection by Biologics or its duly authorised representative.

6.2 Subsequent to the commencement of Product sales, Licensee shall prepare astatement in respect of each calendar quarter which shall show for the quarter in question details of the sales of Product and the royalty due and payable to Biologics thereon.

Such statement shall be submitted to Biologics within thirty (30) days of the end of the calendar quarter to which it relates together with a remittance for the royalties due to Biologics.

[***] The following portion has been omitted pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934 and has been filed separately with the Securities and Exchange Commission.

6.3 All sums due under this Agreement:

6.3.1 shall be made in pounds sterling to Biologics. Payments due to Biologics in currencies other than pounds sterling shall first be calculated in the relevant local currency before being calculated at the rate of exchange ruling at the close of business on the day payment is due or made, whichever is earlier, provided always that where payment is made after the date provided therefore herein conversion shall be at the rate ruling at the date of payment if this is more favourable to Biologics. The rate of exchange shall be the mean value of the Pound Spot Rate in London first published in the Financial Times on the day following the day for determining such rates.

6.3.2 are exclusive of any Value Added Tax or of any other applicable taxes, levies, imposts, duties and fees of whatever nature imposed by or under the authority of any government or public authority which shall be paid by Licensee. The parties agree to co-operate in all respects necessary to take advantage of such double taxation agreements as may be available.

6.4 Where Biologics does not receive payment of any sum by the due date, interest shall accrue thereafter on the sum due and owing to Biologics at the rate of two percent (2%) over the base rate from time to time of Midland Bank plc, interest to accrue on a day to day basis without prejudice to Biologics' right to receive payment on the due date.

7. Liability and Warranties

7.1 Biologics gives no representation or warranty that the Patent Rights which arepatent applications will be granted or if granted will be valid nor that the exercise of the rights granted to Licensee hereunder will not infringe other patent rights or intellectual property rights vested in Biologics or any third party.

7.2 The Licensee hereby acknowledges that in order to exploit the rights containedherein the Licensee may require licences under Biologics patent rights other than those herein licensed or under third party patent rights (including those vested in Affiliates of Biologics) that may be infringed by the use by the Licensee of the rights licensed herein and it is hereby agreed that it shall be the Licensee's responsibility to satisfy itself as to the need for such licences and if necessary to obtain such licences. No licence is granted save as expressly provided herein and no licence in addition thereto shall be deemed to have arisen or be implied by way of estoppel or otherwise.

7.3 Licensee shall indemnify and hold harmless Biologics and its officers, servantsand agents at all times in respect of any and all losses, damages, costs and expenses suffered or incurred as a result of any contractual, tortious or other claims or proceedings by third parties against Biologics arising in any way out of the exercise by Licensee of any of the rights granted to it under this Agreement, and in particular, product liability claims or proceedings.

7.4 Any condition or warranty other than those relating to title which might otherwisebe implied or incorporated within this Agreement by reason of statute or common law or otherwise is hereby expressly excluded.

7.5 The terms of this Clause 7 shall survive termination of the Agreement forwhatever reason.

8. Confidentiality

8.1 Licensee expressly acknowledges that the Materials Know-How and any other Know-How with which it is supplied by Biologics pursuant to this Agreement is supplied in circumstances imparting an obligation of confidence and Licensee agrees to keep such Know How or Materials Know-How secret and confidential and to respect Biologics' proprietary rights therein and to use the same for the sole purpose of this Agreement and not during the period of this Agreement or at any time for any reason whatsoever to disclose or permit to be disclosed such Know How or Materials Know-How to any third party. Licensee shall procure that only its employees shall have access to the Know How or Materials Know-How on a need to know basis and that all such employees shall be informed of their secret and confidential nature and shall be subject to the same obligations as Licensee pursuant to this Clause 8.1, subject to applicable law.

8.2 Licensee hereby undertakes and agrees to keep the Materials and the Cell Lines secure and safe from loss, damage, theft, misuse and unauthorised access and shall procure that the Materials and the Cell Lines shall be made available only to employees of Licensee and other permitted persons under clause 4.5 above on a need to know basis and subject to the same obligations of confidence as provided in Clause 8.1 hereof, and to use the same for the sole purpose of this Agreement.

8.3 Both parties undertake and agree not to at any time for any reason whatsoever disclose or permit to be disclosed to any third party or otherwise make use of or permit to be made use of any trade secrets or confidential information relating to the business affairs or finances of the other or of any suppliers, agents, distributors, licensees or other customers of the other which comes into their possession pursuant to this Agreement.

8.4 The obligations of confidence referred to in this Clause 8 shall not extend to any information which :

8.4.1 is or shall become generally available to the public otherwise than by reason of a breach by the recipient party of the provisions of this Clause 8;

8.4.2 is known to the recipient party and is at its free disposal prior to its receipt from the other;

8.4.3 is subsequently disclosed to the recipient party without obligations of confidence by a third party owing no such obligations in respect thereof; and

8.4.4 Biologics or Licensee may be required to disclose to a government agency for the purpose of any statutory, regulatory or similar legislative requirement applicable to the production of Product or to meet the requirements of any Stock Exchange to which the parties may be subject but only to the extent such disclosure is required, and subject to obligations of secrecy wherever possible.

8.5 The obligations of both parties under this Clause 8 shall survive the expiry or termination of this Agreement for whatever reason.

9. Patents

9.1 Biologics hereby undertakes and agrees that at its own cost and expense it will:

9.1.1 prosecute or procure prosecution of such of the Patent Rights which are patent applications diligently to grant so as to secure the best commercial advantage obtainable so far as it is reasonable to do so with reference to Biologics' commercial considerations; and

9.1.2 pay or procure payment of all renewal fees in respect of the Patent Rights valid and subsisting for the full term thereof and in particular will procure such renewal of the registrations thereof as may be necessary from time to time so far as it is reasonable to do so with particular reference to commercial considerations.

9.2 Licensee shall promptly notify Biologics in writing of any infringement or improper or unlawful use of or of any challenge to the validity of the Patent Rights and/or Materials Know-How that shall become known to the senior executives of Licensee. Biologics undertakes and agrees to take all such steps and proceedings and to do all other acts and things as may in Biologics' sole discretion be necessary to restrain any such infringement or improper or unlawful use or to defend such challenge to validity and Licensee shall permit Biologics to have the sole conduct of any such steps and proceedings including the right to settle them whether or not Licensee is a party to them. Licensee hereby agrees to co-operate fully with Biologics at its own cost and expense lending its name to the proceedings as may be necessary. Biologics shall be entitled to retain any and all monies received from such proceedings.

10. Term and Termination

10.1 Unless terminated earlier in accordance with the provisions of this Clause 10 or Clause 13 or 14, this Agreement shall continue in force in each country of the world, until expiry of the last to expire of a period of fifteen (15) years from the date of First Commercial Sale or until expiry of the last Valid Claim, whichever is later always provided that this Agreement shall terminate before the expiry of the said fifteen (15) year period and after the expiry of the last Valid Claim if Biologics makes publicly available the Materials and the Materials Know-How.

10.2 Licensee may terminate this Agreement by giving sixty (60) days notice in writing to Biologics.

10.3 Either Biologics or Licensee may terminate this Agreement forthwith by notice in writing to the other upon the occurrence of any of the following events :

10.3.1 if the other commits a breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the receipt by the other of a notice identifying the breach and requiring its remedy.

10.3.2 if the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.

10.4 If at any time during this Agreement Licensee directly or indirectly opposes or assists any third party to oppose the grant of letters patent or any patent application within any of the Patent Rights or disputes or directly or indirectly assists any third party to dispute the validity of any patent within any of the Patent Rights or any of the claims thereof, Biologics shall be entitled at any time thereafter to terminate all or any of the licences granted hereunder forthwith by notice to Licensee.

10.5 If this Agreement is terminated for any reason any and all licences granted hereunder shall terminate with effect from the date of termination and Licensee shall destroy all Materials and Cell Lines forthwith and shall certify such destruction immediately thereafter in writing to Biologics. Licensee shall be permitted to sell such stocks of Product as have been manufactured or are being manufactured on or prior to the date of termination of this Agreement, and shall account to Biologics for royalties on the sale of such products in accordance with clause 5 above.

10.6 Termination for whatever reason or expiration of this Agreement shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination. The right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in full force and effect.

11. Assignment

Neither party shall be entitled to assign, transfer, charge or in any way make over the benefit and/or the burden of this Agreement without the prior written consent of the other which consent shall not be unreasonably withheld or delayed, save that Biologics shall be entitled without the prior written consent of the Licensee to assign, transfer, charge, sub-contract, deal with or in any other manner make over the benefit and/or burden of this Agreement to an Affiliate or to any 50/50 joint venture company of which Biologics is the beneficial owner of fifty percent (50%) or more of the issued share capital thereof or to any company with which that party may merge or to any company to which that party may transfer its assets and undertaking, provided in each case of an assignment of burdens, that all intellectual property and other property and rights of Biologics necessary to enable such assignee or transferee to specifically perform the obligations of Biologics hereunder shall also be so assigned or transferred. Notwithstanding the foregoing, Licensee shall have the right to assign its rights and obligations hereunder in connection with a sale of all or substantially all of the assets involved in the line of business that includes the Product (including a sale of all or substantially all of its assets) without the prior written consent of Biologics.

11.2 This Agreement shall be binding upon the successors and assigns of the parties and the name of a party appearing herein shall be deemed to include the names of its successors and assigns provided always that nothing herein shall permit any assignment by either party except as expressly provided herein.

12. Governing Law and Jurisdiction

12.1 The validity, construction and performance of this Agreement shall be governed by English law.

12.2 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the High Court of Justice in England to which the parties hereto irrevocably submit.

12.3 Each of the parties irrevocably consents to award or grant of any relief in any such proceedings before the High Court of Justice in England. Either party shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgement or order obtained from the High Court of Justice in England.

13. Force Majeure

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons set out in this Clause 13 such party shall give written notice to the other of such inability stating the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety (90) days and substantially affects the commercial basis of this Agreement the party not claiming under this Clause 13 shall have the right to terminate this Agreement by giving sixty (60) days written notice of such termination to the other party.

14. Illegality

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties hereto or this Agreement including the EC Commission or the European Court of Justice, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement either party shall have the right to terminate this Agreement by giving sixty (60) days written notice of such termination to the other party.

15. Entire Agreement/Amendment/Waiver/Press Releases/Costs

15.1 This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, understanding or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.

15.2 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.

15.3 No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy under this Agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.4 The text of any press release or other communication to be published by or in the media whether or a scientific nature or otherwise and concerning the subject matter of this Agreement shall require the prior written approval of Biologics.

15.5 Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

16. Notice

16.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by registered post, courier, facsimile or other electronic media to a party or delivered in person to a party at the address or facsimile number set out below for such party or such other address as the party may from time to time designate by written notice to the other(s):

Address of Biologics
Lonza Biologics plc, 228 Bath Road, Slough, Berkshire SL1 4DX
Facsimile : 01753 777001

Address of Licensee
Peregrine Pharmaceuticals Inc, 14282 Franklin Avenue, Tustin, CA 92780-7017
Facsimile : 001 714 838 4094

16.2 All such notices and documents shall be in the English language. Any such notice or other document shall be deemed to have been received by the addressee seven (7) working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by facsimile or other electronic media, simultaneously with the transmission or delivery. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

17. Interpretation

17.1 The headings in this Agreement are inserted only for convenience and shall not affect the construction hereof.

17.2 Where appropriate words denoting a singular number only shall include the plural and vice versa.

17.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

AS WITNESS the hands of the duly authorised representatives of the parties hereto

Signed for and on behalf of
LONZA BIOLOGICS PLC

/s/ LONZA BIOLOGICS PLC
TITLE: Director
DATE: 14Mar2005

Signed for and on behalf of
PEREGRINE PHARMACEUTICALS INC

/s/ Paul Lytle
TITLE: CFO
DATE: 3/1/05

SCHEDULE 1

PATENT RIGHTS

Biologics Ref: LBP07 (formerly known as PA 98)
Priority Dates: 01.04.85 and 03.09.85
Title: Transformed Myeloma Cell-Line and a Process for the Expression of a Gene Coding for a Eukaryotic Polypeptide employing same
Inventors: John Henry Kenten
Michael Alan Boss

Territory	Patent Application or * Patent Number	Patent Expiry Date
Australia	*584417	01.04.02
Bulgaria	77296	-
Canada	*1319120	15.06.10
Europe+	*216846	01.04.06
Japan	501959/86	-
United Kingdom	*2183662	01.04.06
USA	07/701374	-
Russia (formerly a USSR application)	4028654.13	

+ includes Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Swede and Switzerland.

Biologics Ref:	PA 108
Priority Date:	23.01.86
Title:	Recombinant DNA Sequences, Vectors containing them and Method for the use thereof
Inventors:	Richard Harris Wilson (Glasgow University) Christopher Robert Bebbington

Territory	Patent Application or * Patent Number	Patent Expiry Date
Australia	*599081	23.01.03
Canada	528011	-
Europe+	*256055	23.01.07
Japan	500891/87	-
USA	*5122464	16.06.09
USA (Divisional)	07/852390	-

+ includes Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Swede and Switzerland.

Biologics Ref: LBP09 (formerly known as PA 140)
Priority Date: 23.07.87
Title: Recombinant DNA Product and Processes using it
Inventors: Christopher Robert Bebbington

Territory	Patent Application or * Patent Number	Patent Expiry Date
Europe+	*323997	22.07.08
Japan	506088/88	
USA	07/339615	

+ includes Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Sweden, Switzerland and United Kingdom

Biologics Ref:	LBP10 (formerly known as PA 177)
Priority Date:	18.04.88
Title:	Recombinant DNA Methods, Vectors and Host Cells
Inventors:	Christopher Robert Bebbington
	Geoffrey Thomas Yarranton

Territory	Patent Application or * Patent Number	Patent Expiry Date
Australia	*624616	18.04.05
Canada	597034	
Europe+	89303964.4	
Japan	505128/89	
USA	07/460154	

+ includes Austria, Belgium, France, Germany, Greece, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland and United Kingdom