SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For Quarter Ended December 31, 1996 Commission File No. 0-12957

ENZON, INC.
(Exact name of registrant as specified in its charter)

Delaware	22-2372868
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
20 Kingsbridge Road, Piscataway, New Jersey (Address of principal executive offices)	08854 (Zip Code)

(908) 980-4500
(Registrant's telephone number, including area code:)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

The number of shares of common stock, $.01 par value, outstanding as of February 3, 1997 was 29,215,451 shares.

PART I FINANCIAL INFORMATION
Item 1. Financial Statements

ENZON, INC AND SUBSIDIARIES
CONSOLIDATED CONDENSED BALANCE SHEETS
December 31, 1996 and June 30, 1996

ASSETS	December 31, 1996 (unaudited)	June 30, 1996 *
Current assets:		
Cash and cash equivalents	$10,351,505	$12,666,050
Accounts receivable	3,376,915	2,123,691
Inventories	820,441	985,378
Other current assets	336,923	434,318
Total current assets	14,885,784	16,209,437
Property and equipment	16,220,391	15,640,823
Less accumulated depreciation and amortization	12,404,047	11,617,690
	3,816,344	4,023,133
Other assets:		
Investments	78,293	78,293
Other assets, net	198,970	55,945
Patents, net	1,519,808	1,597,048

	1,797,071	1,731,286
Total assets	$20,499,199	$21,963,856
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$2,907,511	$2,078,924
Accrued expenses	3,871,054	4,387,052
Total current liabilities	6,778,565	6,465,976
Accrued rent	933,331	980,908
Royalty advance - RPR	1,171,989	1,600,786
Other liabilities	445	1,728
	2,105,765	2,583,422
Commitments and contingencies		
Stockholders' equity:		
Preferred stock-$.01 par value, authorized 3,000,000 shares: issued and outstanding 144,740 shares at December 31, 1996 and 169,000 shares at June 30, 1996 (liquidation aggregating $6,299,000 at December 31, 1996 and $8,725,000 at June 30, 1996)	1,447	1,690
Common stock-$.01 par value, authorized 40,000,000 shares; issued and outstanding 29,010,003 shares at December 31, 1996 and 27,706,396 shares at June 30, 1996	290,100	277,064
Additional paid-in capital	121,389,101	121,272,024
Accumulated deficit	(110,065,779)	(108,636,320)
Total stockholders' equity	11,614,869	12,914,458
Total liabilities and stockholders' equity	$20,499,199	$21,963,856

*Condensed from audited financial statements.

The accompanying notes are an integral part of these unaudited consolidated condensed financial statements.

ENZON, INC.
CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS
Three Months and Six Months Ended December 31, 1996 and 1995
(Unaudited)

	Three months ended		Six months ended	
	December 31, 1996	December 31, 1995	December 31, 1996	December 31, 1995
Revenues				
Sales	$3,553,975	$2,541,976	$6,274,566	$5,351,024
Contract revenue	5,010	788,236	1,099,309	904,736
Total revenues	3,558,985	3,330,212	7,373,875	6,255,760
Costs and expenses				
Cost of sales	994,325	1,223,876	1,980,314	2,188,577
Research and development expenses	1,980,063	2,390,822	4,409,834	5,081,470
Selling, general and administrative expenses	1,453,545	1,404,350	2,729,612	2,676,320
Total costs and expenses	4,427,933	5,019,048	9,119,760	9,946,367
Operating loss	(868,948)	(1,688,836)	(1,745,885)	(3,690,607)
Other income (expense)				
Interest and dividend income	162,770	81,734	319,911	184,079
Interest expense	(4,847)	(4,263)	(11,600)	(10,952)
Other	180	1,318,379	8,115	1,321,322
	158,103	1,395,850	316,426	1,494,449
Net loss	($710,845)	($292,986)	($1,429,459)	($2,196,158)
Net loss per common share	($0.03)	($0.01)	($0.05)	($0.08)
Weighted average number of common shares outstanding during the period	27,882,828	26,328,874	27,794,716	26,328,874

ENZON, INC. AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
Six Months Ended December 31, 1996 and 1995
(Unaudited)

	Six Months Ended	
	December 31, 1996	December 31, 1995
Cash flows from operating activities:		
Net loss	($1,429,459)	($2,196,158)
Adjustment for decrease in liability recognized pursuant to Sanofi Winthrop Agreement	-	(1,312,829)
Adjustment for depreciation and amortization	886,729	1,060,971
Non-cash expense for issuance of common stock and stock options	121,838	-
Decrease in accrued rent	(47,577)	(5,158)
Decrease in royalty advance - RPR	(428,797)	(207,855)
Changes in assets and liabilities	(821,328)	(83,597)
Net cash used in operating activities	(1,718,594)	(2,744,626)
Cash flows from investing activities:		
Capital expenditures	(602,700)	(48,307)
Net cash used in investing activities	(602,700)	(48,307)
Cash flows from financing activities:		
Proceeds from issuance of common stock	8,032	-
Principal payments of obligations under capital leases	(1,283)	(1,011)
Net cash provided by (used in) financing activities	6,749	(1,011)
Net decrease in cash and cash equivalents	(2,314,545)	(2,793,944)
Cash and cash equivalents at beginning of period	12,666,050	8,102,989
Cash and cash equivalents at end of period	$10,351,505	$5,309,045

The accompanying notes are an integral part of these unaudited consolidated condensed financial statements.

ENZON, INC. AND SUBSIDIARIES
Notes To Consolidated Condensed Financial Statements
(Unaudited)

(1) Organization and Basis of Presentation

The unaudited consolidated condensed financial statements have been prepared from the books and records of Enzon, Inc. and subsidiaries in accordance with generally accepted accounting principles for interim financial information. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting only of normal and recurring adjustments) considered necessary for a fair presentation have been included. Interim results are not necessarily indicative of the results that may be expected for the year.

(2) Net Loss Per Common Share

Net loss per common share is based on the net loss for the relevant period, adjusted for cumulative undeclared preferred stock dividends of $109,000 for the six months ended December 31, 1996 and 1995, and $55,000 for each of the three months ended December 31, 1996 and 1995, divided by the weighted average number of shares issued and outstanding during the period. Stock options, warrants and common stock issuable upon conversion of the preferred stock are not reflected as their effect would be antidilutive for both primary and fully diluted earnings per share computations.

(3) Inventories

The composition of inventories at December 31, 1996 and June 30, 1996 is as follows:

	December 31, 1996	June 30, 1996
Raw materials	$375,000	$206,000
Work in process	298,000	383,000
Finished goods	147,000	396,000
	$820,000	$985,000

(4) Cash Flow Information

The Company considers all highly liquid securities with original maturities of three months or less to be cash equivalents. Cash payments for interest were approximately $12,000 and $11,000 for the six months ended December 31, 1996 and 1995, respectively. There were no income tax payments made for the six months ended December 31, 1996 and 1995.

During the six months ended December 31, 1996, 24,260 shares of Series B Convertible Preferred Stock were converted into 1,287,213 shares of Common Stock. A cash payment of $2.00 was made for fractional shares related to the conversions. During the six months ended December 31, 1995, the Company issued 150,000 five-year warrants to purchase the Company's common stock at $2.50 per share as part of the commission due to the real estate broker in connection with the termination of the lease at 40 Kingsbridge Road. These transactions are non-cash financing activities.

(5) Significant Agreements

During October 1996, the Company entered into a marketing agreement with Medac GmbH ("MEDAC") to sell ONCASPAR(R) in Europe and Russia. MEDAC will purchase ONCASPAR from Enzon at a set price which will increase over the term of the agreement. The agreement also contains certain minimum annual purchase requirements.

(6) Non-Qualified Stock Option Plan

During the six months ended December 31, 1996, the Company issued 620,000 stock options at an average exercise price of $2.80 per share under the Company's Non-Qualified Stock Option Plan, as amended, of which 150,000 were granted to executive officers of the Company. None of the options granted during the period are exercisable as of December 31, 1996. All options were granted with exercise prices that equaled or exceeded the fair market value of the underlying stock on the date of grant.

(7) Independent Directors' Stock Plan

On December 3, 1996, the stockholders voted to approve the Company's Independent Directors' Stock Plan, which provides for compensation in the form of quarterly grants of Enzon common stock to independent directors serving on the Company's Board of Directors. Each independent director is granted shares of Enzon common stock equivalent to $2,500 per quarter plus $500 per Board of Director's meeting attended. The number of shares issued is based on the fair

market value of Enzon common stock on the last trading day of the applicable quarter. During the quarter ended December 31, 1996, the Company issued 12,650 shares of Enzon common stock to non-executive directors, pursuant to the Independent Directors' Stock Plan. The shares issued represent payment for services rendered for the period from January 16, 1996 through September 30, 1996.

(8) Stockholders' Equity

During the six months ended December 31, 1996, 24,260 shares of Series B Convertible Preferred Stock were converted into 1,287,213 shares of Common Stock.

(9) Other Income

During the quarter ended December 31, 1995, the Company recognized as other income approximately $1,313,000, representing the unused portion of an advance received under a development and license agreement with Sanofi Winthrop, Inc. ("Sanofi"). During October 1995, the Company learned that Sanofi intended to cease development of PEG-SOD (Dismutec(TM)) due to the product's failure to show a statistically significant difference between the treatment group and the control group in a pivotal Phase III trial. Due, in part, to this product failure, the Company believes it has no further obligations under its agreement with Sanofi with respect to the $1,313,000 advance and therefore, the Company reversed the amount due Sanofi previously recorded as a current liability.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Information contained herein contains "forward-looking statements" which can be identified by the use of forward- looking terminology such as "believes," "expects," "may," "will," "should," or "anticipates" or the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy. No assurance can be given that the future results covered by the forward-looking statements will be achieved. The matters set forth in Exhibit 99.0 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1996, which is incorporated herein by reference, constitute cautionary statements identifying important factors with respect to such forward- looking statements, including certain risks and uncertainties, that could cause actual results to vary materially from the future results indicated in such forward-looking statements. Other factors could also cause actual results to vary materially from the future results indicated in such forward-looking statements.

Results of Operations

Three months ended December 31, 1996 vs. Three months ended December 31, 1995

Revenues. Revenues for the three months ended December 31, 1996 increased by 7% to $3,559,000 as compared to $3,330,000 for the same period in 1995. The components of revenues are sales and contract revenues. Sales increased by 40% to $3,554,000 for the three months ended December 31, 1996 as compared to $2,542,000 for the same period in the prior year, due to increased revenues from ONCASPAR, which is marketed in the U.S. by Rhone-Poulenc Rorer Pharmaceuticals, Inc. ("RPR"), and increased ADAGEN(R) sales resulting from an increase in patients receiving ADAGEN. ADAGEN sales for the three months ended December 31, 1996 and 1995 were $2,328,000 and $2,039,000, respectively. ONCASPAR revenues are comprised of manufacturing revenues as well as royalties on sales of ONCASPAR by RPR. ONCASPAR revenues increased due to an increase in sales of ONCASPAR by RPR as well as an increase in the royalty rate to 23.5%, as compared to 10.0% during the prior year. Contract revenue for the three months ended December 31, 1996 decreased to $5,000, as compared to $788,000 for the same period in 1995. The decrease was principally due to a one-time payment received during the prior year in connection with the signing of a worldwide non-exclusive licensing agreement with RPR for the Company's Single-Chain Antigen-Binding ("SCA(R)") protein technology. During the three months ended

December 31, 1996 and 1995, the Company had export sales of $639,000 and $521,000, respectively. Sales in Europe were $529,000 and $460,000 for the three months ended December 31, 1996 and 1995, respectively.

Cost of Sales. Cost of sales, as a percentage of sales, decreased to 28% for the three months ended December 31, 1996 as compared to 48% for the same period in 1995. The decrease was due primarily to a cash payment in the prior year in lieu of satisfying the minimum purchase requirements under the Company's long-term supply agreement for a raw material used in the production of ONCASPAR and the write-off of excess ONCASPAR raw material during the prior year, as well as a decrease in the charge recorded for the three months ended December 31, 1996 for idle capacity at the Company's manufacturing facility. While it is possible that the Company may incur similar losses on its remaining purchase commitments under the supply agreement, the Company does not consider such losses probable, nor can the amount of any loss which may be incurred in the future presently be estimated due to a number of factors, including, but not limited to, potential increased demand for ONCASPAR from RPR, expansion into additional markets outside the U.S. and the possibility that the Company could renegotiate the level of required purchases. If the Company does not achieve increases in sales of ONCASPAR beyond current levels or cannot renegotiate its commitment, a loss would be incurred on the remaining purchase commitment. During the quarter ended December 31, 1996, the Company utilized approximately 31% of its manufacturing capacity for the production of its approved products.

Research and Development. Research and development expenses for the three months ended December 31, 1996 decreased by 17% to $1,980,000 from $2,391,000 for the same period in 1995. This decrease was primarily due to reductions in personnel, principally in the clinical and scientific administration areas, and related costs, such as payroll taxes and benefits, totaling approximately $364,000 and other cost containment measures implemented by the Company as part of a continued focus on key development programs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the three months ended December 31, 1996 remained relatively consistent at $1,454,000, as compared to $1,404,000 for the same period in 1995.

Other Income/Expense. Other income/expense decreased by $1,238,000 to $158,000 for the three months ended December 31, 1996 as compared to $1,396,000 for the same period last year. The decrease was due principally to the one-time recognition as other income of approximately $1,313,000 during the quarter ended December 31, 1995, representing the unused portion of an advance received under a development and license agreement with Sanofi Winthrop, Inc. ("Sanofi").

Six months ended December 31, 1996 vs. Six months ended December 31, 1995
- ----------

Revenues. Revenues for the six months ended December 31, 1996 increased by 18% to $7,374,000 as compared to $6,256,000 for the same period in 1995. The components of revenues are sales and contract revenues. Sales increased by 17% to $6,275,000 for the six months ended December 31, 1996 as compared to $5,351,000 for the same period in the prior year, due to increased ONCASPAR revenues from RPR and an increase in ADAGEN sales resulting from an increase in patients receiving ADAGEN. ONCASPAR revenues are comprised of manufacturing revenues as well as royalties on sales of ONCASPAR by RPR. ONCASPAR revenues increased due to an increase in sales of ONCASPAR by RPR as well as an increase in the royalty rate to 23.5%, as compared to 10.0% during the prior year. ADAGEN sales for the six months ended December 31, 1996 and 1995 were $4,453,000 and $4,214,000, respectively. Contract revenue for the six months ended December 31, 1996 increased by 21% to $1,099,000, as compared to $905,000 for the same period in 1995. The increase was due to a one-time $1,000,000 payment, received during the six months ended December 31, 1996, from Schering Corporation ("Schering") related to the transfer of know-how for the manufacturing of PEG-Intron A under the Company's June 1995 amended Schering agreement. Contract revenues for the prior year's period reflected a one-time payment received in connection with a worldwide non-exclusive license for the Company's SCA protein technology signed with RPR. During the six months ended December 31, 1996 and 1995, the Company had export sales of $1,271,000 and $1,162,000, respectively. Sales in Europe were $1,091,000 and $1,014,000 for the six months ended December 31, 1996 and 1995, respectively.

Cost of Sales. Cost of sales, as a percentage of sales, decreased to 32% for the six months ended December 31, 1996 as compared to 41% for the same period in 1995. The decrease was due primarily to a cash payment in the prior year in lieu of satisfying the minimum purchase requirements under the Company's long-term supply agreement for a raw material used in the production of ONCASPAR and the write-off of excess ONCASPAR raw material, as well as a decrease in the charge recorded for the six months ended December 31, 1996 for idle capacity at the Company's manufacturing facility. While it is possible that the Company may incur similar losses on its remaining purchase commitments under the supply agreement, the Company does not consider such losses probable, nor can the amount of any loss which may be incurred in the future presently be estimated due to a number of factors, including, but not limited to, potential increased demand for ONCASPAR from RPR, expansion into additional markets outside the U.S. and the possibility that the Company could renegotiate the level of required purchases. If the Company does not achieve increases in sales of ONCASPAR beyond current levels or cannot renegotiate its commitment, a loss would be incurred on the remaining purchase commitment.

Research and Development. Research and development expenses for the six months ended December 31, 1996 decreased by 13% to $4,410,000 from $5,081,000 for the same period in 1995. This decrease was primarily due to reductions in personnel, principally in the clinical and scientific administration areas, and related costs, such as payroll taxes, totaling approximately $624,000 and other cost containment measures implemented by the Company as part of a continued focus on key development programs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the six months ended December 31, 1996 remained relatively consistent at $2,730,000, as compared to $2,676,000 for the same period in 1995.

Other Income/Expense. Other income/expense decreased by $1,178,000 to $316,000 for the six months ended December 31, 1996 as compared to $1,494,000 for the same period last year. The decrease was due principally to the one-time recognition as other income of approximately $1,313,000 during the quarter ended December 31, 1995, representing the unused portion of an advance received under a development and license agreement with Sanofi.

Liquidity and Capital Resources
- ------------------------------

Enzon had $10,352,000 in cash and cash equivalents as of December 31, 1996. The Company invests its excess cash in a portfolio of high-grade marketable securities and United States government-backed securities.

The Company's cash reserves as of December 31, 1996 decreased by $2,315,000 from June 30, 1996. The decrease in cash reserves was caused by the funding of operations and capital expenditures of $603,000, related to the upgrade of the Company's pilot manufacturing facility for PEG-hemoglobin.

The Company's exclusive U.S. marketing rights license with RPR for ONCASPAR provides for a payment of $3,500,000 in advance royalties which was received in January 1995. Under the agreement, as amended, royalties will be offset against a credit of $5,970,000, which represents the royalty advance plus reimbursement of certain amounts due RPR under the previous agreement and interest expense, before cash payments will be made under the agreement. The royalty advance is shown as a long term liability with the corresponding current portion included in accrued expenses on the consolidated condensed balance sheets and will be reduced as royalties are recognized under the agreement. Through December 31, 1996, an aggregate of $1,969,000 in royalties payable by RPR have been offset against the original credit.

As of December 31, 1996, 940,808 shares of Series A Cumulative Convertible Preferred Stock ("Series A Preferred Stock") have been converted into 3,093,411 shares of the Company's common stock (the "Common Stock"). Accrued dividends on the converted Series A Preferred Stock in the aggregate of $1,792,000 were settled by the issuance of 232,383 shares of Common Stock. The Company does not presently intend to pay cash dividends on the Series A Preferred Stock. As of December 31, 1996, there were $1,476,000 of accrued and unpaid dividends on the Series A Preferred Stock. These dividends are payable in cash or Common Stock at the Company's option and accrue on the outstanding

Series A Preferred Stock at the rate of $218,000 per year. During the quarter ended December 31, 1996, 24,260 shares of the Company's Series B Convertible Preferred Stock were converted into 1,287,213 shares of Common Stock. As of December 31, 1996, there had been no conversion of the Company's Series C Convertible Preferred Stock. Neither the Series B Convertible Preferred Stock nor the Series C Convertible Preferred Stock carry stated dividends.

To date, the Company's sources of cash have been the proceeds from the sale of its stock through public and private placements, sales of ADAGEN, sales of ONCASPAR, sales of its products for research purposes, contract research and development fees, technology transfer and license fees and royalty advances. The Company's current sources of liquidity are its cash, cash equivalents and interest earned on such cash reserves, sales of ADAGEN, sales of ONCASPAR, sales of its products for research purposes and license fees. Management believes that its current sources of liquidity will be sufficient to meet its anticipated cash requirements, based on current spending levels, for approximately the next two years.

Upon exhaustion of the Company's current cash reserves, the Company's continued operations will depend on its ability to realize significant revenues from the commercial sale of its products, raise additional funds through equity or debt financing, or obtain significant licensing, technology transfer or contract research and development fees. There can be no assurance that these sales, financings or revenue generating activities will be successful.

PART II OTHER INFORMATION

Item 1. Legal Proceedings

On January 6, 1997, Enzon was served with a complaint by LBC Capital Resources, Inc. ("LBC"), that was filed on December 17, 1996, in the United States District Court for the District of New Jersey (Civil Action No. 96-5919(JCL) asserting that under the May 2, 1995, letter agreement ("Letter Agreement") between Enzon and LBC, LBC was entitled to a commission comprised of $500,000 in cash and warrants to purchase 1,000,000 shares of Enzon common stock at an exercise price of $2.50 per share in connection with the 1996 financing transactions (collectively, the "Financings") the Company entered into with affiliates of Genesee Advisors ("Genesee"). LBC has also asserted that it is entitled to an additional fee of $175,000 in cash and warrants to purchase 250,000 of Enzon common stock when and if Genesee exercises any of the warrants obtained pursuant to the Financings. LBC has claimed $3 million in compensatory damages, plus punitive damages, counsel fees and costs for the alleged breach of the Letter Agreement. The Company believes that no such commission was due under the Letter Agreement and denies any liability under the Letter Agreement. The Company intends to defend this lawsuit vigorously.

Item 2. Changes in Securities

During the period from November 19, 1996 through December 31, 1996, the purchaser of 40,000 shares of the Company's Series B Convertible Preferred Stock in January 1996, converted an aggregate of 24,260 shares of such Series B Convertible Preferred Stock into an aggregate of 1,287,213 shares of Common Stock at per share conversion prices ranging from $1.83 to $1.96. The conversion prices were equal to 80% of the average of the closing bid prices of the Common Stock for the five consecutive trading days ending one trading day prior to the date of such conversion. The Company relied upon the exemption from registration under the Securities Act of 1933, as amended, contained in Section 3(a)(9) thereof with respect to the issuance of such shares of Common Stock upon conversion of the Series B Convertible Stock.

Item 4. Submission of Matters to a Vote of Security Holders

(a) An annual meeting of stockholders was held on December 3, 1996.

(b) The directors elected at the annual meeting were Peter G. Tombros and Dr. Rosina B. Dixon. The term of office as a director for each of A.M. "Don" MacKinnon, Randy H. Thurman and Robert LeBuhn continued after the annual

meeting.

(c) The matters voted upon at the annual meeting and the results of the voting, including broker non-votes where applicable, are set forth below.

(i) The stockholders voted 23,447,880 shares in favor and withheld 273,020 votes with respect to the election of Peter G. Tombros as a Class I director of the Company and 23,489,276 shares in favor and withheld 231,624 votes with respect to the election of Dr. Rosina B. Dixon as a Class I director of the Company. Broker non-votes were not applicable.

(ii) The stockholders voted 22,229,653 shares in favor, 648,481 against, 158,792 abstained and there were 683,974 broker non-votes with respect to a proposal to approve the Company's 1996 Independent Directors' Stock Plan, which will provide for compensation in the form of Enzon common stock for independent directors.

(iii) The stockholders voted 23,539,597 shares in favor, 100,112 against and 81,191 abstained with respect to a proposal to ratify the selection of KPMG Peat Marwick LLP to audit the Company's consolidated financial statements for the fiscal year ending June 30, 1997. Broker non-votes were not applicable.

Item 6. Exhibit and Reports on Form 8-K
- ---------------------------------------

(a) Exhibits (numbered in accordance with Item 601 of Regulation S-K).

Exhibit Number	Description	Page Number or Incorporation By Reference
3(i)	Certificate of Incorporation, as amended	^
3(ii)	By-laws, as amended	*(4.2)
10.0	Employment Agreement dated March 25, 1994 with Peter G. Tombros	#(10.17)
10.1	Form of Change of Control Agreements dated as of January 20, 1995 entered into with the Company's Executive Officers	~(10.2)
10.2	Lease - 300-C Corporate Court, South Plainfield, New Jersey	***(10.3)
10.3	Modification of Lease - 300-C Corporate Court, South Plainfield New Jersey	++(10.3)
10.4	Lease Termination Agreement dated March 31, 1995 for 20 Kingsbridge Road and 40 Kingsbridge Road, Piscataway, New Jersey	~(10.6)
10.5	Option Agreement dated April 1, 1995 regarding 20 Kingsbridge Road, Piscataway, New Jersey	~(10.7)
10.6	Form of Lease - 40 Cragwood Road, South Plainfield, New Jersey	****(10.9)
10.7	Lease 300A-B Corporate Court, South Plainfield, New Jersey	+++(10.10)
10.8	Stock Purchase Agreement dated March 5, 1987 between the Company and Eastman Kodak Company	****(10.7)
10.9	Amendment dated June 19, 1989 to Stock Purchase Agreement between the Company and Eastman Kodak Company	**(10.10)
10.10	Form of Stock Purchase Agreement between the Company and the purchasers of the Series A Cumulative Convertible Preferred Stock	+(10.11)
10.11	Amendment to License Agreement and Revised License Agreement between the Company and RCT dated April 25, 1985	++++(10.5)
10.12	Amendment dated as of May 3, 1989 to Revised License Agreement dated April 25, 1985 between the Company and Research Corporation	**(10.14)
10.13	License Agreement dated September 7, 1989 between the Company and Research Corporation Technologies, Inc.	**(10.15)
10.14	Master Lease Agreement and Purchase Leaseback Agreement dated October 28, 1994 between the Company and Comdisco, Inc.	##(10.16)
10.15	Amendment dated as of May 15, 1995 to Employment Agreement with Peter G. Tombros	~~(10.17)
10.16	Stock Purchase Agreement dated as of June 30, 1995	~~~(10.16)
10.17	Securities Purchase Agreement dated as of January 31, 1996	~~~(10.17)

10.18	Registration Rights Agreements dated as of January 31, 1996	~~~(10.18)
10.19	Warrants dated as of February 7, 1996 and issued pursuant to the Securities Purchase Agreement dated as of January 31, 1996	~~~(10.19)

10.20	Securities Purchase Agreement dated as of March 15, 1996	^(10.20)
10.21	Registration Rights Agreement dated as of March 15, 1996	^(10.21)
10.22	Warrant dated as of March 15, 1996 and issued pursuant to the Securities Purchase Agreement dated as of March 15, 1996	^(10.22)
10.23	Amendment dated March 25, 1994 to License Agreement dated September 7, 1989 between the Company and Research Corporation Technologies, Inc.	o
10.24	Independent Directors' Stock Plan	o
27.0	Financial Data Schedule	o
99.0	Factors to Consider in Connection with Forward-Looking Statements	^^(99.0)

o Filed herewith.

* Previously filed as an exhibit to the Company's Registration Statement on Form S-2 (File No. 33- 34874) and incorporated herein by reference thereto.

** Previously filed as exhibits to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1989 and incorporated herein by reference thereto.

*** Previously filed as an exhibit to the Company's Registration Statement on Form S-18 (File No. 2- 88240-NY) and incorporated herein by reference thereto.

**** Previously filed as exhibits to the Company's Registration Statement on Form S-1 (File No. 2-96279) filed with the Commission and incorporated herein by reference thereto.

\+ Previously filed as an exhibit to the Company's Registration Statement on Form S-1 (File No. 33- 39391) filed with the Commission and incorporated herein by reference thereto.

++ Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1992 and incorporated herein by reference thereto.

+++ Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1993 and incorporated herein by reference thereto.

++++ Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1985 and incorporated herein by reference thereto.

\# Previously filed as an exhibit to the Company's Current Report on Form 8-K dated April 5, 1994 and incorporated herein by reference thereto.

Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 1994 and incorporated herein by reference thereto.

~ Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1995 and incorporated herein by reference thereto.

~~ Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1995 and incorporated herein by reference thereto.

~~~ Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 1995 and incorporated herein by reference thereto.

^ Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1996 and incorporated herein by reference thereto.
~~~

^^ Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1996 and incorporated herein by reference thereto.

(b) Reports on Form 8-K

On December 20, 1996, the Company filed with the Commission a Current Report on Form 8-K dated December 3, 1996 relating to the Company's announcement at the 1996 Annual Meeting of Shareholders that Green Cross Corporation, a Japanese pharmaceutical company, is currently in Phase III clinical trials in Japan for recombinant Human Serum Albumin (rHSA). While the Company's agreement with Green Cross Corporation entitles Enzon to a customary pharmaceutical royalty on product sales, Green Cross has requested a reduction of the royalty.

On November 4, 1996, the Company filed with the Commission a Current Report on Form 8-K dated September 27, 1996 relating to (i) its marketing agreement with Medac and (ii) its transfer of know-how for the manufacture of PEG-Intron A to Schering and the Company's receipt of a $1 million payment.

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 thereunto duly authorized.

ENZON, INC.
(Registrant)

Date: February 14, 1997

By: /S/PETER G. TOMBROS

Peter G. Tombros
President and Chief Executive Officer

By: /S/KENNETH J. ZUERBLIS
Kenneth J. Zuerblis
Vice President, Finance and Chief Financial Officer

AMENDMENT TO REVISED LICENSE AGREEMENT

Under this Amendment, effective March 25, 1994 (the "Amendment Effective Date"), Research Corporation Technologies, Inc., a Delaware nonprofit corporation, with offices at 101 N. Wilmot Road, Suite 600, Tucson, AZ, ("RCT" or "LICENSOR"), and Enzon, Inc., a Delaware corporation, with offices at 40 Kingsbridge Road, Piscataway, New Jersey, ("Enzon" or "LICENSEE") agree as follows:

ARTICLE I
BACKGROUND

SECTION 1.1. RCT and Enzon are parties to that certain license agreement made effective August 25, 1985, and subsequently amended (the "Revised License Agreement") under which Enzon was granted the right to make, use and sell certain complexes of polyethylene glycol ("PEG") and polypeptides of interest under the "PATENT RIGHTS," as such term is defined in the Revised License Agreement, and which PATENT RIGHTS include United States Patent No. 4,179,337, issued December 18, 1979, (the "U.S. PEG Patent"). Enzon, the Eastman Kodak Company ("Kodak") and Sterling Winthrop Inc., formerly Sterling Drug, Inc., ("Sterling") are parties to that certain agreement made effective June 19, 1989 concerning the development of, inter alia, complexes of PEG and superoxide dismutase ("SOD") and the granting of a sublicense to Sterling under the Revised License Agreement to make, use and sell PEG-SOD (the "Sterling Agreement"). Under the Sterling Agreement, Enzon, Kodak, and Sterling have obligations to cooperate with RCT in obtaining any patent extension of the U.S. PEG Patent that may be obtained by RCT and that RCT may desire to obtain.

SECTION 1.2. Section 156 of Title 35 of the United States Code entitles RCT to seek extension of the term of a United States patent for one product covered by such patent.

SECTION 1.3. Enzon desires that RCT agree to seek extension of the term of the U.S. PEG Patent, to the extent such extension becomes available for PEG-SOD and that RCT agree not to seek any other extension of the U.S. PEG Patent based on any other drug product.
RCT is willing to so agree under the following terms and conditions.

SECTION 1.4. RCT desires to confirm Enzon's continuing obligation to pay earned royalties during the term of any extension of the PATENT RIGHTS.

ARTICLE II
AMENDMENT

SECTION 2.1. Amendment to Article 7(a) of the Revised License Agreement. Article 7(a) of the Revise license Agreement is hereby amended by adding the following paragraph after the second paragraph of Article 7(a):

> This paragraph shall apply if the term of United States Patent 4,179,337, issued December 18, 1979, (the "U.S. PEG Patent") is extended beyond December 18, 1996 pursuant to Section 156 of Title 35 of the United States Code and the rights derived from such extension apply to LICENSED PRODUCTS in Field C (the "PEG-SOD Extension"). LICENSEE and LICENSOR agree and affirm that, during the period of the PEG-SOD Extension, if any, the rights and duties of the parties under this License Agreement, and the terms of this License Agreement, as they pertain to LICENSED PRODUCTS in Field C ("PEG-SOD Products"), shall continue in full force and effect unchanged, including without limitation LICENSEE's obligations to pay royalties for the manufacture, USE or SALE of any PEG-SOD Product, throughout the term of the PEG- SOD Extension, and the parties' obligations under Articles 9 and 16(j). Nothing in any agreement or this Amendment shall affect, change or diminish LICENSEE's or any SUBLICENSEE's obligation to pay earned royalties to LICENSOR under this License Agreement through the expiration of the PEG-SOD Extension, or any party's obligations under Articles 9 or 16(j).

SECTION 2.2. Amendment to Add Article 17 to the Revised License

Agreement. The Revised License Agreement is hereby amended by adding the following new Article 17 after Article 16:

17. The PEG-SOD Extension.

(a) Obligations of LICENSOR. Unless LICENSOR and LICENSEE otherwise mutually agree, LICENSOR agrees to seek extension of the term of U.S. PEG Patent, to the extent such extension is available, for PEG-SOD and not to take any action or fail to take any action that would preclude or delay such extension, or directly place the availability of such extension in jeopardy. So long as the law of the United States pertaining to extension of patents is understood or interpreted to permit only one extension per patent under the provisions of Section 156 of Title 35 of the United States Code (and other corresponding sections of the law of the United States pertaining to patent extension), LICENSOR agrees not to seek any extension of the term of the U.S. PEG Patent for any other product covered by the U.S. PEG Patent under the provisions of Section 156 of Title 35 of the United States Code. The foregoing in no way prohibits LICENSOR from seeking additional extensions by way of legislative or judicial means and in no way prohibits LICENSOR from seeking other extensions under Section 156 of Title 35 of the United States Code if such provision is amended (or other provisions are added to the law of the United States) to provide for multiple extensions or is interpreted in a final ruling by a court of competent jurisdiction (from which no appeal can be or is taken) to permit multiple extensions.

(b) Notice of PLA Filing for FDA Approval. If, on or before December 18, 1996, LICENSEE or any SUBLICENSEE files with the FDA an NDA or a Product License Application ("PLA") seeking FDA Approval to market and sell a PEG-SOD Product, LICENSEE shall, immediately after it is aware of such filing, notify

LICENSOR in writing of such filing. If LICENSOR becomes aware of such filing, LICENSOR shall immediately notify LICENSEE in writing of such filing. If neither LICENSEE nor LICENSOR has received notice by June 19, 1996 that the FDA has approved such NDA or PLA, the parties shall confirm that fact in writing between themselves, the earliest dated confirmation being hereafter referred to as the "Initiating Notice". If LICENSEE or any SUBLICENSEE files with the FDA an NDA or PLA seeking FDA approval to market and sell a PEG-SOD Product and such NDA or PLA is approved by the FDA on or before December 18, 1996, LICENSEE shall, immediately after it is aware of such approval, give LICENSOR written notice (the "Initiating Notice") of such approval. If LICENSOR becomes aware of such approval, LICENSOR shall immediately give LICENSEE written notice (the "Initiating Notice") of such approval.

(c) Responsibility for PEG-SOD Extension; Periodic Reports. In connection with filing for interim PEG-SOD Extensions (before FDA approval of the PEG-SOD Product) and the final PEG-SOD Extension (after such FDA approval) and any other PEG-SOD Extensions as may become available for any reason, within ten days after LICENSOR's receipt or issuance of any Initiating Notice, LICENSOR shall either: (i) file a complete application with the United States Patent and Trademark Office ("USPTO") seeking the then-available PEG-SOD Extension; or (ii) subject to Article 17(d) below, grant to LICENSEE the power of attorney, substantially in the form of Exhibit A attached hereto, to seek the then-available PEG-SOD Extension (and all subsequent PEG-SOD Extensions available) on behalf of LICENSOR. Concurrently with the execution and delivery of such power of attorney, LICENSOR shall execute and deliver to LICENSEE the Right of Assignee, substantially in the form attached to the power of attorney of Exhibit A. Every two weeks after the date of each such Initiating Notice, through the date on which the PEG-SOD Extension corresponding to such Initiating Notice is obtained or finally denied, the party undertaking to obtain the PEG- SOD Extension (the "Responsible Party") shall report to the other party in writing regarding: (A) the status of the application; (B) the Responsible Party's efforts to complete and file the application (including the degree of cooperation received from any SUBLICENSEE, if such is necessary); (C) any requests or inquiries received from the USPTO or the FDA, and the Responsible Party's responses to such request or

inquiries; and (D) if applicable, the status of any administrative or judicial proceedings concerning the PEG-SOD Extension, its preparation, filing or prosecution. Although an extension may be in effect at the time of a particular Initiating Notice, it is the intention of the parties that all actions possible are taken to maximize and keep in effect any PEG-SOD Extension.

(d) Best Effort Requirement. The Responsible Party covenants and agrees to exercise its best efforts to obtain each such extension until each PEG-SOD Extension is either obtained or it is finally denied by a court of competent jurisdiction from which no appeal can be taken. The other party shall fully and promptly cooperate with the Responsible Party. "Best efforts" shall include, without limitation: (i) timely preparing

and filing a complete application (subject to any delays that may arise because a SUBLICENSEE does not cooperate with such preparation and filing but further subject to the Responsible Party's obligation below to pursue legal proceedings to cause any such SUBLICENSEE to provide such information); (ii) timely and fully responding to any request by the USPTO regarding the application; (iii) completely exhausting any administrative proceedings, avenues or remedies that may be necessary to obtain such extension; (iv) timely bringing any suit, appeal or other legal proceeding in a court of competent jurisdiction to obtain such extension or to obtain the information from any SUBLICENSEE necessary to complete the application for the PEG-SOD Extension and to cause such application to be timely filed; and (v) seeking extension by virtue of action by any legislative or judicial authority. If, in the reasonable opinion of the other party, the Responsible Party is failing to exercise its best efforts to obtain the PEG-SOD Extension, the other party may give the Responsible Party five days' written notice of such opinion. If the Responsible Party fails, in the reasonable opinion of the other party, to exercise its best efforts before the expiration of such five day period to obtain the PEG-SOD Extension, the other party may, in addition to any other remedies at law or equity, enforce the requirements of this Article 17 through injunctive proceedings and an action at law or equity. Additionally, if LICENSEE is the other party, LICENSEE may request the court to order LICENSOR to grant LICENSEE the power of attorney to prepare and file the application for any such PEG-SOD Extension; if LICENSOR is the other party, LICENSOR may revoke the power of attorney granted to LICENSEE to prepare and file such application and may undertake to prepare and file such application on LICENSOR's own behalf. The party from whom responsibility for seeking the PEG-SOD Extension is taken pursuant to the preceding sentence shall nonetheless cooperate with the efforts of the other party in seeking each and every PEG- SOD Extension.

(e) Grant of Power of Attorney. If: (i) LICENSOR has not previously granted LICENSEE a power of attorney to seek any PEG-SOD Extension; (ii) a PLA or NDA before October 19, 1996; and (iii) LICENSEE has provided LICENSOR with all information in its possession that LICENSOR may desire for filing the interim PEG-SOD Extension but LICENSOR has not filed for interim PEG-SOD Extension before October 19, 1996; then the power of attorney in the form attached to this Agreement as Exhibit B shall become automatically effective on October 19, 1996 so as to enable LICENSEE to pursue the PEG-SOD Extension. The foregoing provisions shall apply with equal force, and to the same effect and extent, for any subsequent interim PEG-SOD Extension except that the pertinent date on which such provision takes effect for any subsequent interim PEG-SOD Extension shall be the date sixty days before the expiration of the then-existing interim PEG-SOD Extension. If: (A) LICENSOR has not previously granted LICENSEE a power of attorney to seek any PEG-SOD Extension; (B) the FDA has approved an earlier-filed PLA or NDA for a PEG-SOD Product; and (C) LICENSEE has provided LICENSOR with all information in its possession that LICENSOR may desire for filing the final PEG-SOD Extension but LICENSOR has not filed for final PEG-SOD Extension on or before the later of the date twenty days after the date of such

FDA approval or the date five days after LICENSOR's receipt of the information from LICENSEE; then the power of attorney in the form attached to the Agreement as Exhibit B shall become automatically effective on the 21st day after the date of such FDA approval so as to enable LICENSEE to pursue the PEG-SOD Extension. Concurrently with the execution of this amendment to the Revised License Agreement, LICENSOR shall execute and deliver to LICENSEE (or its designated representative) the sole and exclusive power of attorney to seek any and all available PEG-SOD Extension, which power of attorney shall take the form of Exhibit B. Concurrently with the execution and delivery of such power of attorney, LICENSOR shall execute and deliver to LICENSEE the Right of Assignee, substantially in the form attached to the power of attorney of Exhibit B. The effectiveness and validity of such power of attorney shall be subject to, and contingent upon, the satisfaction of the conditions specified in this Article 17(e)). LICENSEE shall hold such power of attorney in escrow until such time as the conditions of this Article 17(e) are, in the reasonable opinion of LICENSEE, satisfied, at which time, and only at which time, such power of attorney shall be filed with the United States Patent and Trademark Office. LICENSEE acknowledges and agrees that if it files such power of attorney with the USPTO at a time in which the foregoing conditions have not been fully satisfied, such power of attorney shall be revoked ab initio and shall have no further force and effect. LICENSOR may seek any remedy at law or equity for LICENSEE's violation of the provisions of this Article 17(e).

(f) No Conflicting Agreements. Each party represents and warrants to the other party that the provisions of this Article 17 do not violate, and are not inconsistent with or contrary to, any other agreement, contract or understanding to which the representing party is presently a party. Each party represents and warrants to the other party that the representing party shall not enter into any agreement, contract or understanding that would be violated by, inconsistent with, or contrary to, the representing party's fulfillment of the representing party's duties under this Article 17.

SECTION 2.3. Amendment to Article 1(e)(viii) of the Revised License Agreement. Article 1(e)(viii) of the Revised License Agreement is hereby changed to read as follows:

(viii) "LICENSED FIELD" shall mean Fields A, B, C, D, E, F, G, H and I taken collectively, and, from and after the date of extension of the license granted in ARTICLE 2 hereof to any NEW FIELD, as defined in clause (x) of this ARTICLE 1(e), shall also include each such NEW FIELD so added, but in no event shall the LICENSED FIELD include the EXCLUDED FIELD.

SECTION 2.4. Amendment to Article 1(e) of the Revised License Agreement. Article 1(e) often Revised License Agreement is hereby amended by adding the following subparagraph (xi) after subparagraph (x) of Article 1(e):

(xi) "Field I" shall mean the making, Using and Selling of PEG-polypeptide complexes, the polypeptide portion of which is the enzyme glucocerebrosidase, hereinafter "PEG-Glucocerebrosidase."

SECTION 2.5. Amendment to Article 6 of the Revised Licensed Agreement. Article 6 of the Revised License Agreement is hereby amended by adding the following Paragraph (e) to the end of Article 6:

(e) Notwithstanding the foregoing, no License Issue Fee, no Annual License Maintenance Fee and no Annual Minimum Royalty shall be due or payable by LICENSEE for Field I.

SECTION 2.6 Continued Effect. The Revised License Agreement shall continue in force and effect unchanged, except as specifically set forth in this document.

IN WITNESS WHEREOF, the parties have each caused a duly authorized

officer to sign this Amendment Agreement on the date(s) indicated below, to be effective the Amendment Effective Date.

ENZON, INC.	RESEARCH CORPORATION TECHNOLOGIES, INC.
By:/S/ABRAHAM ABUCHOWSKI	By:/S/GARY M. MUNSINGER
- ----------	----------
Title:	President
Date:March 24, 1994	Date:March 24, 1994

ENZON, INC.
1996 INDEPENDENT DIRECTORS STOCK PLAN

1. Purpose and Persons Covered. The purpose of the 1996 Independent Directors Stock Plan of Enzon, Inc. is to provide compensation to Independent Directors for serving on the Board and align their economic interests more closely with those of Enzon shareholders.

2. Definitions.

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Common Stock" shall mean the $.01 par value Common Stock of the Company.

(c) "Company" shall mean Enzon Inc., a Delaware corporation.

(d) "Compensation Committee" shall mean the Compensation Committee of the Board.

(e) "Fair Market Value" of a Share of Common Stock as of a specified date shall mean (i) the last reported sale price of a Share on the NASDAQ National Market on such date or if no Shares are traded on such date, such last reported sale price on the next following date on which such Shares are traded, or (ii) the closing price of a Share on the principal securities exchange on which such Shares are traded on such date or if no Shares are traded on such date, such closing price on the next following date on which such Shares are traded, or (iii) if the Shares are not traded on the NASDAQ National Market or on a securities exchange, the average of the high bid and low asked prices of the Shares in the over-the-counter market on such date or if no such prices are recorded on such date, the next following date on which such high bid and low asked prices are recorded. If the Shares are not publicly traded, Fair Market Value shall be determined in good faith by the Board.

(f) "Independent Directors" shall mean members of the Board who are not officers and/or employees of the Company.

(g) "Plan" shall mean this Enzon, Inc. 1996 Independent Directors Stock Plan.

(h) "Share" shall mean one share of Common Stock.

3. Administrator. The Plan shall be administered, construed and interpreted by the Compensation Committee or the Board.

4. Eligibility. All Independent Directors shall participate in the Plan. Independent Directors shall cease to be eligible to participate in the Plan at the time their membership on the Board of Directors terminates.

5. Effective Date. This Plan was approved by the Board effective January 15, 1996 (the "Effective Date"); provided that the Plan shall terminate if the shareholders of the Company do not approve the Plan on or before March 31, 1997. The right to receive Shares in accordance with the Plan shall be earned by the Independent Directors commencing as of the Effective Date; provided that no Shares shall be issued to the Independent Directors hereunder until the Plan is approved by the shareholders of the Company; and further provided that the Independent Directors' right to the Shares earned hereunder shall terminate if the Plan is not approved by the shareholders of the Company on or before March 31, 1997.

6. Grant of Shares

(a) Quarterly Grants. As part of his or her director's fee, each Independent Director shall be granted Shares equivalent to $2,500 per quarter, as determined in subsection (b) hereof, plus Shares equivalent to $500 per Board meeting attended by the Independent Director in such quarter, as determined in subsection (b) hereof. Subject to Section 5 hereof, Shares granted shall be issued and delivered to the Independent

Director as soon as is practicable following the last trading day of each quarter provided such Independent Director has served continuously on the Board during the preceding quarter.

(b) Determining Grant. The number of Shares issuable will be determined by dividing the amount of compensation payable to an Independent Director in each quarter by the Fair Market Value of a Share (as defined in Section 2 (e) hereof) on the last day of such quarter. A whole Share of Common Stock shall be paid in lieu of any fractional Share resulting from the computation described in this section.

7. Shares. The Shares granted under the Plan shall be Shares of authorized but unissued or reacquired Common Stock. The aggregate number of Shares which may be issued under this Plan shall not exceed 240,000, subject to adjustment in accordance with Section 10 hereof.

The limitations established by this Section 7 shall be subject to adjustment upon the occurrence of the events specified and in the manner provided in Section 10 hereof.

8. Terms and Conditions of Shares.

(a) Rights as a Stockholder. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date the Shares are granted hereunder, except as provided in Section 10 hereof. No rights as a stockholder of the Company as such shall accrue to any person hereunder unless and until Shares are granted.

9. Term of Plan. Shares may be granted pursuant to the Plan until 5:00 p.m. local time on December 3, 1999.

10. Recapitalization. In the event of a recapitalization, stock split, stock dividend, combination or exchange of Shares, merger, consolidation, rights offering, reorganization or liquidation or any other similar change in the corporate structure of the Company or the Shares, the Compensation Committee or the Board may make such equitable adjustments to prevent dilution or enlargement of rights in the number and class of Shares authorized to be granted hereunder as the Compensation Committee or the Board may deem appropriate.

11. Securities Law Requirements. No Shares shall be issued unless and until the Company has determined that: (i) it has taken all actions required to register the Shares under the Securities Act of 1933 or perfect an exemption from the registration requirements thereof; (ii) any applicable listing requirement of the NASDAQ National Market or of any stock exchange on which the Common Stock is then listed has been satisfied; and (iii) any other applicable provision of state or Federal law has been satisfied.

12. Termination or Amendment of the Plan. The Board may at any time terminate the Plan and may from time to time alter or amend the Plan or any part thereof; provided that, any such alteration or amendment shall be subject to shareholder approval to the extent required by applicable Federal or state law, or the NASDAQ National Market or such other automated quotation system or national exchange on which the Common Stock may be traded.

13. No Obligation to Reelect. Nothing in the Plan shall be deemed to create any obligation on the part of the Board of Directors to nominate any Independent Director for reelection by the Company's stockholders.

14. Governing Law. The provisions of this Plan shall be governed and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of laws provisions thereof.

<ARTICLE> 5
<LEGEND>
This schedule contains summary financial information extracted from the Enzon, Inc. and Subsidiaries Consolidated Condensed Balance Sheet as of December 31, 1996 and the Consolidated Condensed Statement of Operations for the three and six months ended December 31, 1996 and is qualified in its entirety by reference to such financial statements.
</LEGEND>

<PERIOD-TYPE>	3-MOS	6-MOS
<FISCAL-YEAR-END>	JUN-30-1996	JUN-30-1996
<PERIOD-END>	DEC-31-1996	DEC-31-1996
<CASH>	$10,351,505	$10,351,505
<SECURITIES>	0	0
<RECEIVABLES>	3,376,915	3,376,915
<ALLOWANCES>	0	0
<INVENTORY>	820,441	820,441
<CURRENT-ASSETS>	14,885,784	14,885,784
<PP&E>	16,220,391	16,220,391
<DEPRECIATION>	12,404,047	12,404,047
<TOTAL-ASSETS>	20,499,199	20,499,199
<CURRENT-LIABILITIES>	6,778,565	6,778,565
<BONDS>	0	0
<PREFERRED-MANDATORY>	0	0
<PREFERRED>	1,447	1,447
<COMMON>	290,100	290,100
<OTHER-SE>	11,323,322	11,323,322
<TOTAL-LIABILITY-AND-EQUITY>	20,499,199	20,499,199
<SALES>	3,553,975	6,274,566
<TOTAL-REVENUES>	3,558,985	7,373,875
<CGS>	994,325	1,980,314
<TOTAL-COSTS>	4,427,933	9,119,760
<OTHER-EXPENSES>	0	0
<LOSS-PROVISION>	0	0
<INTEREST-EXPENSE>	4,847	11,600
<INCOME-PRETAX>	(710,845)	(1,429,459)
<INCOME-TAX>	0	0
<INCOME-CONTINUING>	(710,845)	(1,429,459)
<DISCONTINUED>	0	0
<EXTRAORDINARY>	0	0
<CHANGES>	0	0
<NET-INCOME>	(710,845)	(1,429,459)
<EPS-PRIMARY>	(0.03)	(0.05)
<EPS-DILUTED>	0	0