

MRD 6-19-98

07-02-1998



100754243

To the Honorable Commissioner of Pa
copy thereof.

he attached original documents or

1. Name of conveying party(ies): Donald
Payan

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

2. Name and address of receiving party(ies):
Internal Address: Rigel, Inc.

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
Execution Date: 5 June 1998

Street Address: 772 Lucerne Drive
City: Sunnyvale
State: CA Zip: 94086
Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: ___
A. Patent Application No.(s)
09/050,861
Additional numbers attached? Yes No

B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: David J. Brezner
Internal Address: FLEHR, HOHBACH, TEST,
ALBRITTON & HERBERT

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications
and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed
 Authorized to be charged to
deposit account

8. Deposit account number: 06-1300
Please debit any underpayment or credit any
overpayment to the above deposit account.

Our Order No. _____
(Attach duplicate of this page if paying by deposit
account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Robin M. Silva
Name of Person Signing Robin M. Silva
Signature

June 16, 1998
Date

Total number of pages including cover sheet, attachments and document: [3]

OMB No. 0651-0011 (exp. 4/94)

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

Commissioner of Patents and Trademarks
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Washington, DC 20231

File No. A-65679/DJB/RMS

Rev. 8/93

PATENT
REEL: 9273 FRAME: 0650

06/30/1998 JWR/KNS 0000158 0906061 40.00 91 F5:561

ASSIGNMENT

WHEREAS, the undersigned, Donald Payan (hereinafter termed "Inventor"), a resident of Hillsborough, County of San Mateo, State of California, has invented certain new and useful improvements in TOSO AS A TARGET FOR DRUG SCREENING and has executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and having Serial No. 09/050,861 and filing date of 30 March 1998 and

WHEREAS, Rigel Pharmaceuticals, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 772 Lucerne Drive, Sunnyvale, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent

deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 5 day of June, 1998.

x By Donald G. Payan
Donald Payan

County of Santa Clara)
State of California) ss.

On this 5 day of June, in the year 1998, before me, Tanya M. Laeba Notary Public of the State of California personally appeared Donald Payan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tanya M. Laeba

(Seal)

