

08-28-1998

FORM PTO-1595

8-20-98

REC

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PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket No. UC98-323-2

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

## 1. Name of conveying party(ies):

Candace Swimmer, Anne Shyjan, David Leonardo, Yuan Zhang, Timothy Kennedy, Tito Serafini and Marc Tessier-Lavigne

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

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: July 16-18 and Aug 1, 1996

## 2. Name and address of receiving party(ies):

Name: The Regents of the University of California  
Address: 1111 Franklin Street, 5<sup>th</sup> Floor  
Oakland, CA 94607-5200Name: EXELIXIS pharmaceuticals, inc.  
Address: 260 Littlefield Ave  
South San Francisco, CA 94080Additional name(s) & address(es) attached? ☐ Yes ☒ NoU.S. PTO  
09/136981

08/20/98

## 4. Application number(s) or patent number(s): Filed herewith

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) Filed herewith

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard Aron Osman, Ph.D.Address: Science & Technology Law Group75 Denise DriveHillsborough, CA 94010

## 6. Total number of applications and patents involved: 1 \_\_\_\_\_

## 7. Total fee (37 CFR 3.41): \$80.00

☒ Enclosed☒ Authorized to be charged to deposit account, if necessary

## 8. Deposit account number:

19-0750

(Attach duplicate copy of this page if paying by deposit account)

08/24/1998 CSTREITE 00000045 09136981

01-53-301  
02-FC3581335.00-00  
00.00-00

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## 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.

Rebecca Graff  
Name of Person Signing

Signature

August 20, 1998  
Date

Total number of pages including cover sheet: 6

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT

REEL: 9398 FRAME: 0247

07/10/1996 11:10 7400701012

## ASSIGNMENT

WHEREAS WE, **Candace Swimmer** and **Anne Shyjan**, of Winchester, MA. and Swampscott, MA, respectively, have invented certain new and useful improvements in *Human Netrin-1* and having executed an application for United States patent disclosing and identifying the invention, said application filed on 19APR96 as U.S. application serial no. 08/635,137.

Whereas, **EXELIXIS pharmaceuticals, inc.**, a corporation of the State of Delaware and having its principal place of business at One Kendall Square, Building 600, Cambridge, MA 02139 (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto the said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 7/17/96 By: Candace Swimmer  
Candace Swimmer

Date: 7/17/96 By: Anne Shyjan  
Anne Shyjan

### ASSIGNMENT

U.C. Case No. UC93-300-6

For good and valuable consideration, the receipt of which is hereby acknowledge, ASSIGNOR(S),

1. David Leonardo
2. Yuan Zhang
3. Timothy Kennedy
4. Tito Serafini
5. Marc Tessier-Lavigne

hereby sell(s), assign(s) and transfer(s) to ASSIGNEE, The Regents of the University of California, a California Corporation, having its statewide administrative offices located at 300 Lakeside Drive, 22nd Fl., Oakland, CA 94612-3550, and the successors, assigns and legal representatives of the ASSIGNEE all of its right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, and any and all improvements which are disclosed in the invention entitled:

Human Netrin-1, and which is found in U.S. application serial no. 08/633,137, filed on 19APR96

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

ASSIGNOR(S) hereby covenant(s) that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR(S) further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

AND the ASSIGNOR(S) request(s) the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of the University of California.

executed this

18 day of July, 1996

\_\_\_ day of July, 1996

\_\_\_ day of July, 1996

\_\_\_ day of July, 1996

17 day of July, 1996

Signature of Inventor(s)

David Leonardo  
David Leonardo

\_\_\_\_\_  
Yuan Zhang

\_\_\_\_\_  
Timothy Kennedy

Tito Serafini  
Tito Serafini

Marc Tessier-Lavigne  
Marc Tessier-Lavigne

**ASSIGNMENT**

U.C. Case No. UC93-300-6

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Human Netrin-1, and which is found in U.S. application serial no. 08/635,137, filed on 19APR96

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

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executed this

Signature of Inventor(s)

\_\_\_ day of July, 1996

David Leonardo

1st day of Aug, 1996

Yuan Zhang

\_\_\_ day of July, 1996

Timothy Kennedy

\_\_\_ day of July, 1996

Tito Serafini

\_\_\_ day of July, 1996

Marc Tessier-Lavigne

**ASSIGNMENT**U.C. Case No. UC93-300-6

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Human Netrin-1, and which is found in U.S. application serial no. 08/635,137, filed on 19APR96

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AND the ASSIGNOR(S) request(s) the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of the University of California.

executed this

Signature of Inventor(s)

\_\_\_ day of July, 1996

David Leonardo

\_\_\_ day of July, 1996

Yuan Zhang

16 day of July, 1996

Timothy Kennedy

\_\_\_ day of July, 1996

Tito Serafini

\_\_\_ day of July, 1996

Marc Tessier-Lavigne

PATENT