

11-17-1998

U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

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uments or copy thereof.

Handwritten signature/initials

1. Name of conveying party(ies):

- 1. Xanthe M. Lam
- 2. James Q. Oeswein
- 3. Boonsri Ongpipattanakul
- 4. Zahra Shahrokh
- 5. Sharon X. Wang
- 6. Robert P. Weissburg and
- 7. Rita L. Wong

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

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

Name: GENENTECH, INC.
 Internal Address:
 Street Address: 1 DNA Way
 City: South San Francisco State: California
 ZIP: 94080-4990

Additional name(s) & address(es) attached? No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: October 23-27, 1998

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)
09/097,171
- B. Patent No.(s)

Additional numbers attached? Yes No

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

Timothy R. Schwartz, Ph.D.
 GENENTECH, INC.
 1 DNA Way
 South San Francisco, CA 94080

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

11/13/1998 SBURNS 00000198 070630 09097171
 01 FC:581 40.00 CH

8. Deposit account number:
07-0630

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.

Timothy R. Schwartz, Ph.D.
 Name of Person Signing
 Registration No. 32,171

Handwritten Signature
 Signature

November 3, 1998
 Date

Total number of pages comprising cover sheet, attachments and document: 7 pages

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

Assistant Commissioner of Patents
 Box Assignments, Washington, D.C. 20231

PATENT

REEL: 9576 FRAME: 0430

ASSIGNMENT

WHEREAS, Xanthe M. Lam, a citizen of USA, residing at 280 Denslowe Drive, San Francisco, California 94132, and James Q. Oeswein, a citizen of USA, residing at 514 Sierra St., P.O. Box 13, Moss Beach, California 94038, and Boonsri Ongpipattanakul, a citizen of Thailand, residing at 53-55 Chalerm Khet 2 Road, Pomprab, Bangkok 10100, Thailand, and Zahra Shahrokh, a citizen of USA, residing at 24 Sotelo Avenue, San Francisco, California 94116, and Sharon X. Wang, a citizen of China, residing at 3187 Greenoak Court, San Mateo, CA 94403, and Robert P. Weissburg, a citizen of USA, residing at 232B Presidential Drive, Greenville, DE 19807, and Rita L. Wong, a citizen of USA, residing at 2381 Ticonderoga, San Mateo, CA 94402 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

ANTIBODY FORMULATION

for which an application Serial No. 09/097,171 (Docket No. P1089R1) for Letters Patent has been filed by them on 12 June 1998; and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes 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 GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) 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 ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.

The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: 10/33/98

Xanthe M. Lam
Xanthe M. Lam

South San Francisco

Dated: 10/27/98

James Q. Oeswein
James Q. Oeswein

South San Francisco

Dated: _____

Boonsri Ongpipattanakul

South San Francisco

Dated: 10/23/98

Zahra Shahrokh
Zahra Shahrokh

South San Francisco

Dated: 10/23/98

Sharon X. Wang
Sharon X. Wang

Greenville, Delaware

Dated: _____

Robert P. Weissburg

South San Francisco

Dated: 10/26/98

Rita L. Wong
Rita L. Wong

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South San Francisco

Xanthe M. Lam

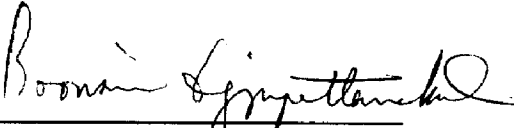
Dated: _____

South San Francisco

James Q. Oeswein

Dated: _____

South San Francisco



Boonsri Ongpipattanakul

Dated: Oct. 27, 1998

South San Francisco

Zahra Shahrokh

Dated: _____

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Sharon X. Wang

Dated: _____

Greenville, Delaware

Robert P. Weissburg

Dated: _____

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Rita L. Wong

Dated: _____

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Sharon X. Wang

Dated: _____

Greenville, Delaware



Robert P. Weissburg

Dated: 10/23/98

South San Francisco

Rita L. Wong

Dated: _____