

11-23-1998



Attorney Docket No. 018547-017100US

FORM PTO-1595 (Rev. 6-93) 11-16-98 100905341 Sheet U.S. Department of Commerce Patent and Trademark Office

To the Honorable Asst. Commissioner for Patents. Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Affymax Technologies, N.V.
Additional name(s) of conveying parties attached? [] Yes X No.
2. Name and address of receiving party(ies)
Name: Affymetrix, Inc.
Internal Address:
Street Address: 3380 Central Expressway
City: Santa Clara State: CA ZIP: 95051
Additional names and addresses attached? [] Yes X No
3. Nature of conveyance:
X Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other:
Execution Date: February 17, 1997

4. Application Number(s) or Patent Numbers.
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s): 08/529,115 B. Patent No(s):
Additional numbers attached? [] Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joe Liebeschuetz
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200
6. Total number of applications and patents involved
7. Total fee (37 CFR 3.41): -----\$40
[] Enclosed [X] Charge Fees to Deposit Account
X Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.
8. Deposit account number: 20-1430

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.
Joe Liebeschuetz
Name of Person Signing
Atty Reg. No. 37,505
Signature
Date
Total number of pages including cover sheet, attachments and document 17

10. Change Correspondence Address to that of Part 5? X Yes [] No

OMB No. 0651-0011 (exp. 4/94)
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PATENT
REEL: 9589 FRAME: 0817

AFFYMAX/AFFYMETRIX
TECHNOLOGY TRANSFER AGREEMENT

October 23, 1996

Affymax/Affymetrix Technology Transfer Agreement

By and among Affymax N.V., Affymax Technologies N.V.,
Affymax Research Institute, and Glaxo Group Limited, wholly owned subsidiaries of
Glaxo-Wellcome PLC
(collectively "ATNV"), and Affymetrix, Inc.

1.0 INTRODUCTION

1.1 The parties to this Agreement ("hereinafter referred to as "Party" or "Parties")
are:

Affymax N.V.
Glaxo Wellcome House
Berkeley Avenue
Greenford,
Middlesex, UK;

Affymax Research Institute
4001 Miranda Avenue
Palo Alto, California 94304;

Affymax Technologies N.V.
Glaxo Wellcome House
Berkeley Avenue
Greenford,
Middlesex, UK;

Glaxo Group Limited
Glaxo Wellcome House
Berkeley Avenue
Greenford
Middlesex, UK;

wholly owned subsidiaries of Glaxo-Wellcome PLC (hereinafter referred to
collectively as "ATNV");

Affymetrix, Inc.
3380 Central Expressway
Santa Clara, CA 95051
(hereinafter referred to as "AFFYMETRIX")

1.2 The effective date of this Agreement is March 2, 1995.

2.0 BACKGROUND

2.1 ATNV and AFFYMETRIX are parties to the Affymetrix Technology License
Agreement Effective January 1, 1993, by and among Affymax N.V., Affymax Technologies
N.V., the Affymax Research Institute, and Affymetrix, Inc. ("the Technology License
Agreement").

2.2 ATNV and AFFYMETRIX are parties to the Affymetrix Patent Assignment Agreement ("the Patent Assignment Agreement") last executed April 18, 1996, by and among ATNV and AFFYMETRIX.

4.0 ATTACHMENTS

Schedules A-M are attached and form part of this Agreement.

5.5 "Association Peptide Patents and Applications," as used in this Agreement refers to the Patents and Applications set forth in the attached Schedule A.

5.7 "Caged Biotin Patents and Applications," as used in this Agreement refers to the Patents and Applications set forth in the attached Schedule C.

5.9 "Circular PCR Patent Applications," as used in this Agreement refers to the Patents and Applications set forth in the attached Schedule E.

5.13 **"Factorial Library Patents and Applications"** as used in this Agreement refers to the Patents and Applications set forth in the attached Schedule G.

5.16 **"Patent," "Patents," or "Patents and Applications,"** as used in this Agreement refers to issued U.S. Patents, pending and abandoned U.S. patent applications, to any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof, to all foreign counterparts (including patent, utility model, and industrial designs), and to any Letters Patent and Registrations which may hereafter be granted on any of the foregoing in the United States and all countries throughout the world, as well as priority rights therein.

5.17 **"Phage Display Patents and Applications,"** as used in this Agreement refers to the Patents and Applications set forth in the attached Schedule H.

5.18 **"Shuffling Patents and Applications,"** as used in this Agreement refers to the Patents and Applications set forth in the attached Schedule I. The Shuffling Patents and Applications specifically excludes those Patents and Applications set forth in Schedule M.

5.19 **"VLSIPS Patents and Applications,"** as used in the Agreement refers to the Patents and Applications set forth in the attached Schedule J.

5.20 **"VLSIPS II Patents and Applications,"** as used in the Agreement refers to the Patents and Applications set forth in the attached Schedule K.

6.0 TRANSFER OF RIGHTS

6.1 For good and valuable consideration, receipt of which is acknowledged by ATNV, ATNV agrees to assign and hereby assigns to AFFYMETRIX all right, title, and interest in and to the Association Peptide Patents and Applications, the Caged Biotin Patents and Applications, the Factorial Library Patents and Applications, the VLSIPS Patents and Applications, and the VLSIPS II Patents and Applications, including the right to claim the priority from the Patents and Applications as provided by the Paris Convention. The right, title and interest in and to these Patents and Applications is to be held and enjoyed by AFFYMETRIX and AFFYMETRIX' successors and assigns as fully and exclusively as it would have been held and enjoyed by ATNV had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon. ATNV further agrees to cooperate with AFFYMETRIX in filing of any new Patents and Applications which claim priority to any of the Patents and Applications assigned pursuant to this section.

6.3 For good and valuable consideration, receipt of which is hereby acknowledged by ATNV, ATNV hereby assigns to AFFYMETRIX an undivided ownership interest in all rights, title and interest in and to the Circular PCR Patents and Applications.

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17.0 EXECUTION BY THE PARTIES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute but one and the same instrument.

Affymax, N.V.

By: [Signature]
Name: ADRIAN MENNAN
Title: DIRECTOR
Date: _____

Affymax Research Institute

By: [Signature]
Name: Gordon Ringold
Title: CEO
Date: _____

Affymax Technologies, N.V.

By: [Signature]
Name: BARRY C ROSS
Title: DIRECTOR
Date: _____

Glaxo Group Limited

By: [Signature]
Name: SM BICKNELL
Title: ASSISTANT SECRETARY
Date: _____

Affymetrix, Inc.

By: [Signature]
Name: Stephenson
Title: President
Date: 22 Feb 97

Handwritten note: 2/17/97

SCHEDULE J
 VLSIPS I PATENTS AND APPLICATIONS

Client Matter	Atty.	ARI/ATX No.	Serial No.	Filed	Inventor	File Description	Related App.	Pat. No.	Issued	Status
16528X 017100	TAM	2013	08/529115	9/15/95	Lockhart, Brown, Wong, Chee, Gingeras	EXPRESSION MONITORING BY HYBRIDIZATION TO HIGH DENSITY OLIGONUCLEOTIDE ARRAYS				Unknown