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Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

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☐ Departmental File

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Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) ONTOGEN CORPORATION

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Month Execution Date
Day Year

12 11 98

Month Execution Date
Day Year

MRD 1/4/99

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) DISCOVERY PARTNERS INTERNATIONAL, INC.

Name (line 2)

Address (line 1) 11149 NORTH TORREY PINES ROAD

Address (line 2)

Address (line 3) LA JOLLA

City

CALIFORNIA

State/Country

92037

Zip Code

If document to be recorded
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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 9672 FRAME: 0829

Correspondent Name and Address

Telephone Number (619)238-0999

Name (line 1) ELEANOR M. MUSICK, ESQ.

Address (line 1) Brown, Martin, Haller & McClain, LLP

Address (line 2) 1660 Union Street

Address (line 3) San Diego, CA 92101

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

08/383,766

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month

Day

Year

Patent Cooperation Treaty (PCT)

PCT

PCT

PCT

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

#1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40

Method of Payment:

Enclosed

X

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

02-4070

Authorization to charge additional fees:

Yes

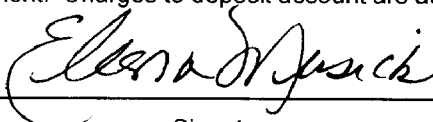
✓

No

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. Charges to deposit account are authorized, as indicated herein.

ELEANOR M. MUSICK



12/28/98

Name of Person Signing

Signature

Date

Exhibit II
ASSIGNMENT

This assignment ("Assignment") is made, effective as of December 7, 1998 ("Effective Date"), by Ontogen Corporation, a California Corporation ("Assignor"), having a place of business at 6451 El Camino Real, Carlsbad, CA 92009 to Discovery Partners International, Inc., a California corporation ("Assignee"), having a place of business at 11149 North Torrey Pines Road, La Jolla, CA 92037.

Recitals

A. Prior to the Effective Date, Assignor is the owner of the entire rights, title and interest in and to a new and useful invention entitled Methods and Apparatus for Synthesizing Labeled Combinatorial Chemistry Libraries (the "Invention"), and in an application for United States Letters Patent, having an application serial no. 383,766, filed on February 2, 1995 in the United States Patent and Trademark Office and all patent applications and all Letters Patent in the United States and throughout the world that may be granted or issued for the Invention or that derive a right of priority from the application or from any patent or foreign application to which application serial no. 383,766 claims priority (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and re-examinations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

B. Assignor either:

(i) has submitted to Assignee originals or certified copies of the documentary evidence of the chain of title of the Invention Patents from all original inventors to the Assignor (collectively, the "Chain of Title Documents "), or

(ii) has recorded in the United States Patent and Trademark Office the Chain of Title Documents at the following Reel No(s)/Frame No(s): reel 7514, frame 0325, recorded on June 9, 1995, and Assignor hereby grants to Assignee the right to access, inspect and request copies of the recorded Chain of Title Documents.

C. The parties desire to have a recordable instrument assigning from Assignor to Assignee (i) the entire rights, title and interest in and to the Invention Patents, and (ii) all of Assignor's rights, title and interest in and to the Chain of Title Documents.

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and the Chain of Title Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to the foregoing and as follows:

1. Assignor does and will sell, assign and transfer to Assignee, (i) the entire rights, title and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise, and (ii) all of Assignor's rights, title and interest in and to the Chain of Title Documents.

2. Assignor agrees that, upon request and for reasonable hourly compensation and reimbursement of expenses, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for enforcing each of the Chain of Title Documents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents and each of the Chain of Title Documents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for enforcing each of the Chain of Title Documents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to execute such document, all with the same legal force and effect as if executed by Assignor.

3. Assignor represents and warrants that Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights, title or interest in and to any of the Chain of Title Documents, or (3) any rights inconsistent with the rights granted herein.

4. Assignor authorizes and requests the Assistant Commissioner for Patents of the United States, and the various counterparts thereof throughout the world, to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment shall be governed in all respects by the laws of United States and by the laws of the State of California, as such laws are applied to agreements entered

into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date(s) provided below.

ONTOGEN CORPORATION
a corporation of the State of California

By: [Signature]
Name: Barry Toyonaga
Title: President
Date: December 11, 1998

STATE OF California)
COUNTY OF San Diego)

On December 11, 1998 before me, Jana Botton, a Notary Public in and for said State, personally appeared Barry Toyonaga proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
(Signature of Notary)

