

D#

02-17-1999

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G- 11669.46US02

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



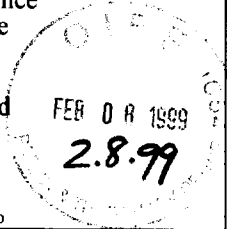
100966365

To the Commissioner of Patents and Trademarks: Please record.

1. Name of conveying party(ies):

David Botstein
Robert Cohen
Audrey Goddard
Austin L. Gurney
Kenneth J. Hillan

David A. Lawrence
Arnold J. Levine
Diane Pennica
Margaret Roy
William I. Wood



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

Genentech, Inc.
1 DNA Way
South San Francisco, California 94080

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

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

3. Nature of conveyance:

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

Execution Date: 01/22/99

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)

B. Patent No.(s)

09/182,145

Additional numbers attached? Yes No

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

Name: Diane L. Marschang
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Diane L. Marschang

Diane L. Marschang
Signature

February 1, 1999

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: 13

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02/16/1999 JWB/TKL/MS 00000004 05182145 40.00 01

PATENT
REEL: 9776 FRAME: 0249

ASSIGNMENT

WHEREAS, David X. Botstein, a citizen of U.S.A., residing at 2539 Somerset Drive, Belmont, California 94002, and Robert Cohen, a citizen of U.S.A., residing at 660 Parrott Drive, San Mateo, California 94402, and Audrey Goddard, a citizen of Canada, residing at 110 Congo Street, San Francisco, California 94131, and Austin L. Gurney, a citizen of U.S.A., residing at 1 Debbie Lane, Belmont, California 94002, and Kenneth J. Hillan, a citizen of Great Britain, residing at 64 Seward, San Francisco, California 94114, David A. Lawrence, a citizen of U.S.A., residing at 1659 12th Avenue, San Francisco, California 94122, and Arnold J. Levine, a citizen of U.S.A., residing at 138 FitzRandolph Road, Princeton, New Jersey 08540, and Diane Pennica, a citizen of U.S.A., residing at 2417 Hale Drive, Burlingame, California 94010, and Margaret Ann Roy, a citizen of U.S.A., residing at 2960 Webster Street, #4, San Francisco, California 94123, and William I. Wood, a citizen of U.S.A., residing at 35 Southdown Court, Hillsborough, California 94010 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

WISP POLYPEPTIDES AND NUCLEIC ACIDS ENCODING SAME

for which an application Serial No. 09/182,145 (Docket No. P1176R2) for Letters Patent has been filed by them on October 29, 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.

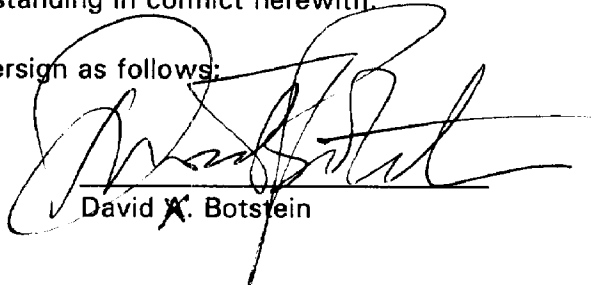
The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

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: Dec 16 1998



David X. Botstein

South San Francisco

Dated: _____

Robert Cohen

South San Francisco

Dated: _____

Audrey Goddard

South San Francisco

Dated: _____

Austin L. Gurney

South San Francisco

Dated: _____

Kenneth J. Hillan

South San Francisco

Dated: _____

David A. Lawrence

Princeton, New Jersey

Dated: _____

Arnold J. Levine

South San Francisco

Dated: _____

Diane Pennica

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IN WITNESS WHEREOF we undersign as follows;


South San Francisco

Dated: _____

David A. Botstein

South San Francisco

Dated: 12/9/98



Robert Cohen

South San Francisco

Dated: _____

Audrey Goddard

South San Francisco

Dated: _____

Austin L. Gurney

South San Francisco

Dated: _____

Kenneth J. Hillan

South San Francisco

Dated: _____

David A. Lawrence

Princeton, New Jersey

Dated: _____

Arnold J. Levine

South San Francisco

Dated: _____

Diane Pennica

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IN WITNESS WHEREOF we undersign as follows;

South San Francisco
Dated: _____

David A. Botstein

South San Francisco
Dated: _____

Robert Cohen

South San Francisco
Dated: Dec 2, 1998


Audrey Goddard

South San Francisco
Dated: _____

Austin L. Gurney

South San Francisco
Dated: _____

Kenneth J. Hillan

South San Francisco
Dated: _____

David A. Lawrence

Princeton, New Jersey
Dated: _____

Arnold J. Levine

South San Francisco
Dated: _____

Diane Pennica

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Dated: _____

South San Francisco

Robert Cohen

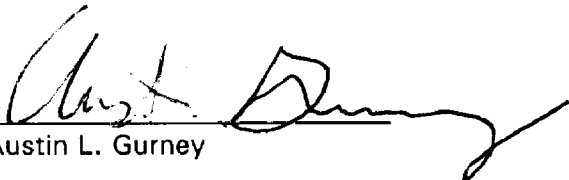
Dated: _____

South San Francisco

Audrey Goddard

Dated: _____

South San Francisco



Austin L. Gurney

Dated: 12/2/98

South San Francisco

Kenneth J. Hillan

Dated: _____

South San Francisco

David A. Lawrence

Dated: _____

Princeton, New Jersey

Arnold J. Levine

Dated: _____

South San Francisco

Diane Pennica

Dated: _____

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South San Francisco _____
David A. Botstein

Dated: _____

South San Francisco _____
Robert Cohen

Dated: _____

South San Francisco _____
Audrey Goddard

Dated: _____

South San Francisco _____
Austin L. Gurney

Dated: _____

South San Francisco _____
Kenneth J. Hillan

Dated: 12/1/98

South San Francisco _____
David A. Lawrence

Dated: _____

Princeton, New Jersey _____
Arnold J. Levine

Dated: _____

South San Francisco _____
Diane Pennica

Dated: _____

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Dated: _____

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Dated: _____

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South San Francisco
Dated: _____

Audrey Goddard

South San Francisco
Dated: _____

Austin L. Gurney

South San Francisco
Dated: _____

Kenneth J. Hillan

South San Francisco
Dated: 12/1/96

David A. Lawrence
David A. Lawrence

Princeton, New Jersey
Dated: _____

Arnold J. Levine

South San Francisco
Dated: _____

Diane Pennica

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South San Francisco

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Dated: _____

South San Francisco

Audrey Goddard

Dated: _____

South San Francisco

Austin L. Gurney

Dated: _____

South San Francisco

Kenneth J. Hillan

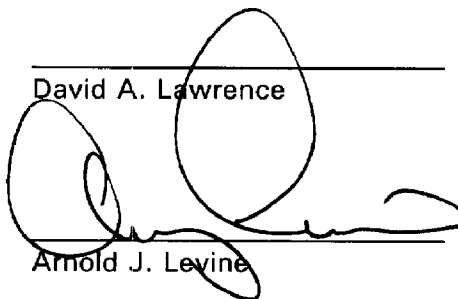
Dated: _____

South San Francisco

David A. Lawrence

Dated: _____

Princeton, New Jersey



Arnold J. Levine

Dated: 12/19/98

South San Francisco

Diane Pennica

Dated: _____

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Dated: _____

South San Francisco _____
Robert Cohen

Dated: _____

South San Francisco _____
Audrey Goddard

Dated: _____

South San Francisco _____
Austin L. Gurney

Dated: _____

South San Francisco _____
Kenneth J. Hillan

Dated: _____

South San Francisco _____
David A. Lawrence

Dated: _____

Princeton, New Jersey _____
Arnold J. Levine

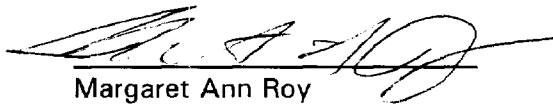
Dated: _____

South San Francisco _____
Diane Pennica
Diane Pennica

Dated: 12-2-98

South San Francisco

Dated: 1/20 1999


Margaret Ann Roy

South San Francisco

Dated: _____

William I. Wood


South San Francisco

Dated: _____

Margaret Ann Roy

South San Francisco

Dated: Dec 7, 1998



William I. Wood