

MRD 3-2-99

03-23-1999

Revised Form PTO-1595  
(Rev. 6-93)



U.S. Department of Commerce  
Patent and Trademark Office

100992544

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

1. Name of conveying party(ies): Thomas C. Boone  
Susan Hershenson  
Michael P. Bevilacqua  
David S. Collins  
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):  
Name: Amgen Inc.  
Internal Address: \_\_\_\_\_  
Street Address: One Amgen Center Drive  
City: Thousand Oaks State: CA Zip: 91320-1799  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_  
Execution Dates: 2-22-99, 2-23-99, 2-24-99 and 2-26-99

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)  
09/131,247  
B. Patent No.(s)  
\_\_\_\_\_  
Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: U.S. Patent Operations/TDZ  
Internal Address: Dept. 430, M/S 27-4-A  
AMGEN INC.  
Street Address: One Amgen Center Drive  
City: Thousand Oaks State: CA Zip: 91320-1799

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.  
8. Deposit account number: 01-0519  
☒ The Commissioner is hereby authorized to charge any additional filing fees which may be required or credit any overpayment to Deposit Account No. 01-0519

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*  
Thomas D. Zindrick [Signature] February 26, 1999  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 16

# ASSIGNMENT

Whereas, we, Thomas C. Boone, 3010 Deer Valley Avenue, Newbury Park, California 91320 U.S.A.

Susan Hershenson, 189 Heavenly Valley Road, Newbury Park, California 91320 U.S.A.

Michael P. Bevilacqua, 5383 Westridge Drive, Boulder, Colorado 80301 U.S.A.

David S. Collins, 10791 Woodmont Lane, Fishers, Indiana 46038 U.S.A.

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

## COMPOSITION AND METHOD FOR TREATING INFLAMMATORY DISEASES

which is found in:

- ☐ (a) the US Patent Application executed on even date herewith;
- ☐ (b) the US Patent Application executed on \_\_\_\_\_
- ☒ (c) US Application Serial No.: 09/131,247 filed on August 7, 1998
- ☐ (d) US Patent No.: \_\_\_\_\_

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799, wishes to acquire the entire interest in all inventions disclosed in such Application;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") our entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, we hereby sell, assign, transfer, and set over unto AMGEN our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by us or at our direction or deposited on our behalf by Amgen, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

We authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to AMGEN as assignee of the entire right, title and interest therein and thereto.

For ourselves and for our legal representatives, we covenant and agree with AMGEN that we have not granted to any others any license to make, use or sell any of such inventions, that our right, title and interest in such inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with AMGEN that upon request we and they will: (i) execute continuing, divisional, or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigation; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of AMGEN.

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

\_\_\_\_\_  
Thomas C. Boone  
(Name of Inventor)

\_\_\_\_\_  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of California  
County of Ventura

} ss:

\_\_\_\_\_ 19 \_\_\_\_

Before me, a Notary Public for Ventura County, State of California, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_ 19 \_\_\_\_

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

Susan Hershenson

(Name of Inventor)

(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of California  
County of Ventura

} ss:

\_\_\_\_\_ 19 \_\_\_\_

Before me, a Notary Public for Ventura County, State of California, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_ 19 \_\_\_\_

In Witness Whereof I have executed this assignment on the 23 day of FEB 19 97

Michael P. Bevilacqua  
(Name of Inventor)

*Michael P. Bevilacqua*  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of Colorado }  
County of Boulder } ss:

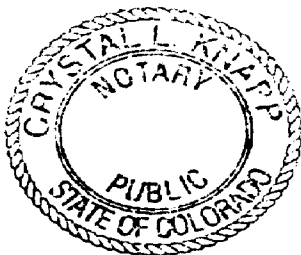
February 23, 19 97

Before me, a Notary Public for Boulder County, State of Colorado, personally appeared \_\_\_\_\_

Michael P. Bevilacqua

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Crystal L. Knapp*  
Notary Public

My commission expires

March 6 19 2001

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

\_\_\_\_\_  
David S. Collins  
(Name of Inventor)

\_\_\_\_\_  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of Indiana }  
County of Johnson } ss:

\_\_\_\_\_  
19 \_\_\_\_

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_  
19 \_\_\_\_

# ASSIGNMENT

Whereas, we, Thomas C. Boone, 3010 Deer Valley Avenue, Newbury Park, California 91320 U.S.A.

Susan Hershenson, 189 Heavenly Valley Road, Newbury Park, California 91320 U.S.A.

Michael P. Bevilacqua, 5383 Westridge Drive, Boulder, Colorado 80301 U.S.A.

David S. Collins, 10791 Woodmont Lane, Fishers, Indiana 46038 U.S.A.

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

## COMPOSITION AND METHOD FOR TREATING INFLAMMATORY DISEASES

which is found in:

- ☐ (a) the US Patent Application executed on even date herewith;
- ☐ (b) the US Patent Application executed on \_\_\_\_\_
- ☒ (c) US Application Serial No.: 09/131,247 filed on August 7, 1998
- ☐ (d) US Patent No.: \_\_\_\_\_

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799, wishes to acquire the entire interest in all inventions disclosed in such Application;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") our entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, we hereby sell, assign, transfer, and set over unto AMGEN our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by us or at our direction or deposited on our behalf by Amgen, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

We authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to AMGEN as assignee of the entire right, title and interest therein and thereto.

For ourselves and for our legal representatives, we covenant and agree with AMGEN that we have not granted to any others any license to make, use or sell any of such inventions, that our right, title and interest in such inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with AMGEN that upon request we and they will: (i) execute continuing, divisional, or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigation; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of AMGEN.

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

\_\_\_\_\_  
Thomas C. Boone  
(Name of Inventor)

\_\_\_\_\_  
(Signature of Inventor)

### UNITED STATES OF AMERICA

State of California  
County of Ventura

} ss:

\_\_\_\_\_  
19 \_\_\_\_

Before me, a Notary Public for Ventura County, State of California, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_  
19 \_\_\_\_



In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

Susan Hershenson

(Name of Inventor)

(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of California  
County of Ventura

} ss:

19 \_\_\_\_

Before me, a Notary Public for Ventura County, State of California, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

19 \_\_\_\_

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

\_\_\_\_\_  
Michael P. Bevilacqua  
(Name of Inventor)

\_\_\_\_\_  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of Colorado }  
County of Boulder } ss:

\_\_\_\_\_  
19 \_\_\_\_

Before me, a Notary Public for Boulder County, State of Colorado, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_  
19 \_\_\_\_

In Witness Whereof I have executed this assignment on the 24 day of February 19 99

David S. Collins  
(Name of Inventor)

[Signature]  
(Signature of Inventor)

UNITED STATES OF AMERICA

State of Indiana  
County of Johnson } ss:

Feb 24 19 99

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires  
4-9- 2000

# ASSIGNMENT

Whereas, we, Thomas C. Boone, 3010 Deer Valley Avenue, Newbury Park, California 91320 U.S.A.

Susan Hershenson, 189 Heavenly Valley Road, Newbury Park, California 91320 U.S.A.

Michael P. Bevilacqua, 5383 Westridge Drive, Boulder, Colorado 80301 U.S.A.

David S. Collins, 10791 Woodmont Lane, Fishers, Indiana 46038 U.S.A.

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled  
COMPOSITION AND METHOD FOR TREATING INFLAMMATORY DISEASES

which is found in:

- ☐ (a) the US Patent Application executed on even date herewith;
- ☐ (b) the US Patent Application executed on \_\_\_\_\_
- ☒ (c) US Application Serial No.: 09/131,247 filed on August 7, 1998
- ☐ (d) US Patent No.: \_\_\_\_\_

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799, wishes to acquire the entire interest in all inventions disclosed in such Application;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") our entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, we hereby sell, assign, transfer, and set over unto AMGEN our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by us or at our direction or deposited on our behalf by Amgen, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

We authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to AMGEN as assignee of the entire right, title and interest therein and thereto.

For ourselves and for our legal representatives, we covenant and agree with AMGEN that we have not granted to any others any license to make, use or sell any of such inventions, that our right, title and interest in such inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with AMGEN that upon request we and they will: (i) execute continuing, divisional, or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigation; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of AMGEN.

In Witness Whereof I have executed this assignment on the 22 day of February 19 99

\_\_\_\_\_  
Thomas C. Boone  
(Name of Inventor)

Thomas C. Boone  
\_\_\_\_\_  
(Signature of Inventor)

# UNITED STATES OF AMERICA

State of California }  
County of Ventura } ss:

February 22 19 99

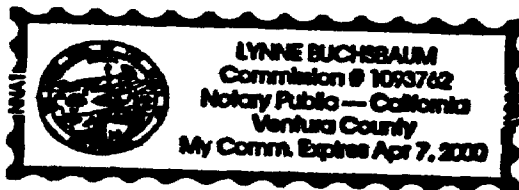
Before me, a Notary Public for Ventura County, State of California, personally appeared \_\_\_\_\_

Thomas C. Boone

☒ personally known to me - OR - ☐

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lynne Buchsbaum  
\_\_\_\_\_  
Notary Public

My commission expires

April 7 ~~19~~ 2000

In Witness Whereof I have executed this assignment on the 26 day of Feb. 1999

Susan Hershenson  
(Name of Inventor)

Susan Hershenson  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

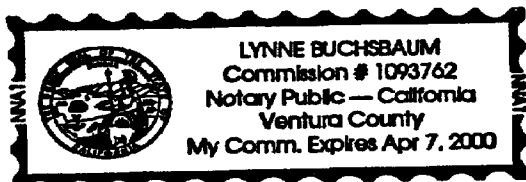
State of California }  
County of Ventura } ss:

Feb. 26 1999

Before me, a Notary Public for Ventura County, State of California, personally appeared \_\_\_\_\_

Susan Hershenson

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Lynne Buchsbaum  
Notary Public

My commission expires

April 7 ~~19~~2000

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

\_\_\_\_\_  
Michael P. Bevilacqua

(Name of Inventor)

\_\_\_\_\_  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of Colorado  
County of Boulder

} ss:

\_\_\_\_\_  
19 \_\_\_\_

Before me, a Notary Public for Boulder County, State of Colorado, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_  
19 \_\_\_\_

In Witness Whereof I have executed this assignment on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

\_\_\_\_\_  
David S. Collins  
(Name of Inventor)

\_\_\_\_\_  
(Signature of Inventor)

**UNITED STATES OF AMERICA**

State of Indiana }  
County of Johnson } ss:

\_\_\_\_\_  
19 \_\_\_\_

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared \_\_\_\_\_

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_  
19 \_\_\_\_