10-12-1999

Assistant Commiss

101166508

1. Name of conveying party(ies):

Frederic de Sauvage Arnon Rosenthal Maximilien Murone

10-7-99

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

3. Nature of conveyance:

x Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date: September 30, 1999

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: September 30, 1999

A. Patent Application No.(s)

09/392,277

B. Patent No.(s)

Additional numbers attached? Yes x No

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

Craig G. Svoboda GENENTECH, INC. 1 DNA Way South San Francisco, CA 94080

- Total number of applications and patents involved: 1
- 7. Total fee (37 CFR 3.41): \$ 40.00
 - Enclosed

IEET

Internal Address:

ZIP: 94080-4990

ocuments or copy thereof.

Name: GENENTECH, INC.

Street Address: 1 DNA Way

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

City: South San Francisco State: California

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

X Authorized to be charged to deposit account

U.S. DEPARTMENT OF COMMERCE

Atty Dkt No: P1272R1P1

Patent and Trademark Office

Deposit account number: 07-0630

DO NOT USE THIS SPACE

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.

Craig G. Svoboda

Name of Person Signing Registration No. 39,044

October 4, 1999 Date

Total number of pages comprising cover sheet, attachments and document: 4

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

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Assistant Commissioner of Patents 09392277

Box Assignments Washington, D.C. 20231

Revised (10/11/95)

PATENT REEL: 010291 FRAME: 0204

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ASSIGNMENT

WHEREAS, Frederic de Sauvage, a citizen of Belgium, residing at 187 Shooting Star Isle, Foster City, California 94404, and Arnon Rosenthal, a citizen of United States of America, residing at 40 Tulip Court, Burlingame, California 94010, and Maximilien Murone, a citizen of Switzerland, residing at 217-C Richmond Drive, Millbrae, California 94030 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

Fused

for which an application Serial No. 09/392,277 (Docket No. P1272R1P1) for Letters Patent has been filed by them on 3 September 1999; 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. 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.

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PATENT 'REEL: 010291 FRAME: 0205

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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: $\frac{9/30/9}{9}$

South San Francisco

Dated: 9 36 99

South San Francisco

Dated: $\frac{9/30/99}{}$

Frederic de Sauvage

20561CX

Arnon Rosenthal

Maximilien Murone

PATENT REEL: 010291 FRAME: 0206