



110 4.6.00 PA TO THE ASSISTANT COMMISSIONER OF I SIR: PLEASE RECORD THE ATTACHED OF		 101322683		J.F.	
1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)): 1. Affymax Technologies N.V. 3. 5. 7.			2. 4. 6. 8.		
ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST: NAME: Affymetrix, Inc. ADDRESS: 3380 Central Expressway, Santa Clara, CA 95051					
ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
3. NATURE OF CONVEYANCE (DOCUMENT): (Submit herewith <u>only one document</u> for recordation—multiple copies of same Assignment signed by different inventors is one document) <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input checked="" type="checkbox"/> ASSIGNMENT OF <input checked="" type="checkbox"/> WHOLE <input type="checkbox"/> PART INTEREST <input type="checkbox"/> ORIGINAL <input type="checkbox"/> FACSIMILE/PHOTOCOPY <input type="checkbox"/> CHANGE OF NAME <input type="checkbox"/> VERIFIED TRANSLATION <input type="checkbox"/> SECURITY <input type="checkbox"/> MERGER <input type="checkbox"/> OTHER: </div> <div style="width: 35%; border: 1px solid black; padding: 5px;"> EXEC. DATE: April 18, 1996 </div> </div>					
EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)					
4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? <input type="checkbox"/> YES <input type="checkbox"/> NO					
A. PAT. APP. NO.(S) series code/serial no	M#	1st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1st INVENTOR if not in item 1
08/877,196	0234837				
5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed: Pillsbury Madison & Sutro LLP Intellectual Property Group 1100 New York Avenue, NW Ninth Floor Washington, DC 20005-3918			6. NUMBER INVOLVED: APPLNS <u>1</u> + PATS <u>0</u> = TOTAL <u>1</u>		
5.5 ATTY DKT: PMS 0268401 MATTER NO.			7. AMOUNT OF FEE ENCLOSED: (Code 581) ABOVE TOTAL x \$40 = \$40		
CLIENT REF.			8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975 UNDER ORDER NO. 71180 0268401 dup. sheet not required CLIENT NO. MATTER NO.		
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.					
<div style="display: flex; align-items: center;">  <div style="margin-left: 20px;"> Reg No 43,180 Signature </div> </div>					10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)
Attorney: Paul N. Kokulis Reg. No. 16773 Atty/Sec: PNK/jlc					Date: April 6, 2000 FAX: (202) 822-0944
TEL: (202) 861-3503					3

FILE WITH PTO RETURN RECEIPT (PAT-103A)

Agreement for Assignment of Invention Rights
from Affymax Technologies N.V. to Affymetrix, Inc.
Pursuant to Affymetrix Technology License Agreement

I. Background

1. Affymax Technologies N.V. ("ATNV") and Affymetrix, Inc. ("AMTRX") 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. Pursuant to Paragraph III.A.2 of the Technology License Agreement, AMTRX has a right to request assignment of certain patent applications and all patent rights attendant thereto for those patent applications that were assigned by AMTRX inventors and consultants to ATNV. AMTRX also has a right to require its employees and consultants to assign Future Inventions, as that term is defined in the Technology License Agreement, to AMTRX.

3. Pursuant to Paragraph IV.A.1 of the Technology License Agreement, AMTRX has a right to have assigned to it those Existing Patents for which AMTRX has taken over payment responsibility in response to ATNV's stated intention to abandon such Existing Patents.

II. Patent Properties Subject to Assignment

1. The patents and patent applications set forth in attached Schedule A are subject to assignment by ATNV pursuant to Paragraph III.A.2 or IV.A.1 of the Technology License Agreement.

2. If it is later determined that there exist additional patents or patent applications that were omitted from Schedule A but are nevertheless subject to AMTRX's right to assignment by ATNV, ATNV agrees that such patents and patent applications shall be subject to this Agreement as if they had been set forth in Schedule A.

III. Patent Assignment

1. For good and valuable consideration, receipt of which is hereby acknowledged by ATNV, ATNV agrees to assign and hereby assigns to AMTRX all right, title, and interest in and to the patent applications and patents set forth in Schedule A, and to all foreign counterparts (including patent, utility model, and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the applications as provided by the Paris Convention. The right, title, and interest is to be held and enjoyed by AMTRX and AMTRX's 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, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.

2. ATNV further agrees that ATNV will, without charge to AMTRX, but at AMTRX's expense, (a) cooperate with AMTRX in the prosecution of U.S. Patent applications and foreign counterparts on the inventions disclosed therein and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as AMTRX lawfully may request to obtain or maintain Letters Patent and Registrations for the inventions and improvements in any and all countries, and to vest title thereto in AMTRX, or AMTRX's successors and assigns.

IV. Assignment of Rights in Employee and Consultant Agreements

1. ATNV agrees to assign and hereby assigns to AMTRX those rights ATNV holds under agreements with AMTRX employees and consultants which agreements specify that such AMTRX employees and consultants shall assign rights in inventions or any other intellectual property to ATNV during such time that such employees or consultants were employees or consultants of AMTRX.

V. Execution by Parties

Affymax Technologies N.V.

By: Gordon Ringold
Name: Gordon Ringold
Title: CEO of ARI

Affymetrix, Inc.

By: [Signature]
Name: Stephen Fodor
Title: President
DATE: 18 April 96

dc mm
4/18/96

Attachment: Schedule A