

05-09-2000

FORM PTO-1595
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4-20-00

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

1. Name of conveying party(ies): Basil I. DAHIYAT and Peizhi LUO Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Internal Address: <u>Xencor, Inc.</u> Street Address: <u>2585 Nina Street</u> City: <u>Pasadena</u> State: <u>California</u> Zip: <u>91107</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Execution Date: <u>April 17, 2000</u>	

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): 09/479,313 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>Robin M. Silva</u> Internal Address: <u>FLEHR HOHBACH TEST</u> <u>ALBRITTON & HERBERT LLP</u> Street Address: <u>SUITE 3400</u> <u>FOUR EMBARCADERO CENTER</u> City: <u>SAN FRANCISCO</u> State: <u>CA</u> Zip: <u>94111-4187</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>06-1300</u> Please debit any underpayment or credit any overpayment to the above deposit account. Our Order No. _____ (Attach duplicate of this page if paying by deposit account)
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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.

Robin M. Silva Robin M. Silva 4/17/00
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [4]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-67614-2/RFT/RMS/SJR

Rev. 8/93

PATENT
REEL: 010760 FRAME: 0818

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

- (1) BASSIL I. DAHIYAT _____, (2) LUO PEIZHI _____,
- (3) _____, (4) _____,

(hereinafter termed "Inventors"), residents of

- (1) LOS ANGELES _____, (2) ARCADIA _____,
- (3) _____, (4) _____,

respectively, Counties of

- (1) LOS ANGELES _____, (2) LOS ANGELES _____,
- (3) _____, (4) _____,

respectively, States of

- (1) CALIFORNIA _____, (2) CALIFORNIA _____,
- (3) _____, (4) _____,

respectively, have invented certain new and useful improvements in

NOVEL NUCLEIC ACIDS AND PROTEINS WITH GRANULOPOIETIC ACTIVITY

and have executed an application for a United States patent disclosing and identifying the invention on the _____ day of _____, and having Serial No. 09/479,313 and filing date of January 6, 1999; and

WHEREAS, XENCOR, INC. a corporation of the State of CALIFORNIA, having a place of business at 2585 NINA STREET, PASADENA 91107-3708, State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of

Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include 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 Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) 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 Inventors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this


(1) 13th day of April, 2000 (2) 13th day of April, 2000, respectively.

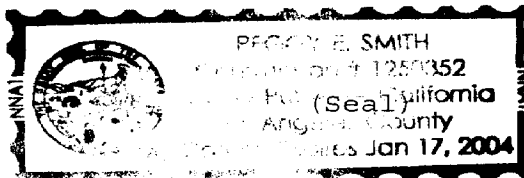
(1) 
BASSIL I. DAHIYAT

County of Los Angeles,)
State of California) ss.
)

On this 13th day of April, in the year 2000, before me, Peggy E. Smith, Notary Public of the State of California, personally appeared (1) BASSIL I. DAHIYAT, 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 that he executed the same in his authorized capacity(ies), and that by his 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 



(2) 
PEIZHI LUO

County of Los Angeles,)
State of California) ss.
)

On this 13th day of April, in the year 2000, before me, Peggy E. Smith, Notary Public of the State of California, personally appeared (2) PEIZHI LUO, 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 that he executed the same in his authorized capacity(ies), and that by his 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 