

07-31-2000

Docket No.: 97-68

U.S. DEPARTMENT OF COMMERCE

R SHEET

Patent and Trademark Office



6:30-00

101418852

To: The Honorable Commission...

Record the attached original documents or copy(ies).

Submission Type

- Submission options: New, Resubmission, Correction of PTO Error, etc.

Conveyance Type

- Conveyance options: Assignment, License, Merger, Security Agreement, etc.

Conveying Party(ies):

- List of conveying parties: Petrie, Charles; McKernan, Patricia A.; Moore, Emma E.; etc.

Mark if additional names of conveying parties attached

- Execution Dates for each party: 03312000, 04032000, 04192000, etc.

Receiving Party(ies):

Name: ZymoGenetics, Inc. Address: 1201 Eastlake Avenue East Seattle, WA 98102

Mark if additional names of receiving parties attached

Correspondent Name and Address

Name: Susan E. Lingenfelter ZymoGenetics, Inc. Address: 1201 Eastlake Avenue East Seattle, WA 98102 (206) 442-6675

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 16

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/233,893

Patent Number(s)

Blank lines for patent numbers

Number of Properties

Number of Applications and Patents Involved: 1

Fee Amount

Fee Amount for Properties List (37 C.F.R. 3.41): \$40.00

Method of Payment: Enclosed Deposit Account Deposit Account Number: 26-0290

Authorization to charge additional fees: Yes No

07/28/2000 ASCOTT 00000069 260290 09233893

01 FC:581 40.00 CH

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. Charges to deposit account are authorized, as indicated herein.

Signature of Susan E. Lingenfelter, Registration No. 41,156

Date: June 09, 2000

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Richard Houghten, a citizen of the United States, residing at 4939 Rancho Viejo, Del Mar, California 92014,

(hereinafter ASSIGNOR), and who is a co-inventor with Charles Petrie, Patricia A. McKernan, Emma E. Moore, John Ostresh, Jean-Philippe Meyer, and Clemencia Pinilla, have made a discovery or invention entitled:

DIALKYL UREAS AS CALCITONIN MIMETICS

for which application of Letters Patent of the United States has been filed on January 20, 1999 and granted serial number 09/233,893; and

WHEREAS:

Torrey Pines Institute for Molecular Studies, a corporation of the State of California having a place of business at 3550 General Atomics Court, San Diego, California 92121 (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or

reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNOR hereby covenants that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: JUNE 23, 2000

RAH

Richard Houghton

State of CALIFORNIA )  
County of SAN DIEGO ) ss.

I certify that I know or have satisfactory evidence that Richard Houghton signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated JUNE 23, 2000

Signature of Notary Public Donna M. Freher-Lyons

My Appointment expires May 27, 2004



**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

Clemencia Pinilla, a citizen of the United States, residing at 1656 Freda Lane, Cardiff, California 92007,

(hereinafter ASSIGNOR), and who is a co-inventor with Charles Petrie, Patricia A. McKernan, Emma E. Moore, John Ostresh, Jean-Philippe Meyer, and Richard Houghton, have made a discovery or invention entitled:

DIALKYL UREAS AS CALCITONIN MIMETICS

for which application of Letters Patent of the United States has been filed on January 20, 1999 and granted serial number 09/233,893; and

WHEREAS:

Torrey Pines Institute for Molecular Studies, a corporation of the State of California having a place of business at 3550 General Atomics Court, San Diego, California 92121 (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or

reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNOR hereby covenants that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: JUNE 23, 2000

Clemencia Pinilla  
Clemencia Pinilla

State of CALIFORNIA )  
County of SAN DIEGO ) ss.

I certify that I know or have satisfactory evidence that Clemencia Pinilla signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated June 23, 2000

Signature of Notary Public Donna M. Freher-Lyons

My Appointment expires May 21, 2004



**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

Charles Petrie, a citizen of the United States, residing at 18459 NE 196th Place, Woodinville, Washington 98070;

Patricia A. McKernan, a citizen of the United States, residing at 18459 NE 196th PL, Woodinville, Washington 98072; and

Emma E. Moore, a citizen of the United States, residing at 3507 30th Ave. W, Seattle, Washington 98199,

(hereinafter ASSIGNORS), and who are co-inventors with John Ostresh, Jean-Philippe Meyer, Richard Houghten, and Clemencia Pinilla, have made a discovery or invention entitled:

DIALKYL UREAS AS CALCITONIN MIMETICS

for which application of Letters Patent of the United States has been filed on January 20, 1999 and granted serial number 09/233,893; and

WHEREAS:

ZymoGenetics, Inc., a corporation of the State of Washington having a place of business at 1201 Eastlake Avenue East, Seattle, Washington (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said



invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

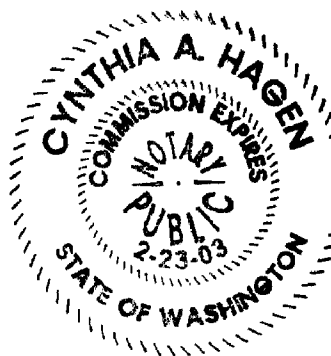
AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: 3-31-00

Charles Petrie  
Charles Petrie

State of Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Charles Petrie signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated 3-31-00

Signature of Notary Public Cynthia A. Hagen

My Appointment expires 2-23-03

Date: 4-3-00

Patricia A. McKernan  
Patricia A. McKernan

State of Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Patricia A. McKernan signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.



Dated 4-3-00

Signature of Notary Public Cynthia A. Hagen

My Appointment expires 2-23-03

Date: 4/19/00

*Emma E Moore*

Emma E. Moore

State of Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Emma E. Moore signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 4-19-00

Signature of Notary Public *Cynthia A. Hagen*

My Appointment expires 2-23-03



**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

John Ostresh, a citizen of the United States, residing at 315 La Veta Avenue, Encinitas, California 92024,

(hereinafter ASSIGNOR), and who is a co-inventor with Charles Petrie, Patricia A. McKernan, Emma E. Moore, Jean-Philippe Meyer, Richard Houghten, and Clemencia Pinilla, have made a discovery or invention entitled:

DIALKYL UREAS AS CALCITONIN MIMETICS

for which application of Letters Patent of the United States has been filed on January 20, 1999 and granted serial number 09/233,893; and

WHEREAS:

Torrey Pines Institute for Molecular Studies, a corporation of the State of California having a place of business at 3550 General Atomics Court, San Diego, California 92121 (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or

reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNOR hereby covenants that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: JUNE 23, 2000

John Ostresh  
John Ostresh

State of CALIFORNIA

County of SAN DIEGO

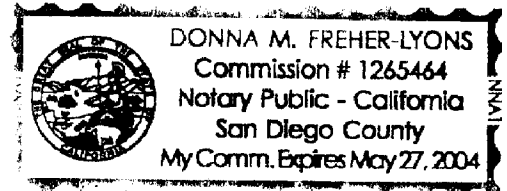
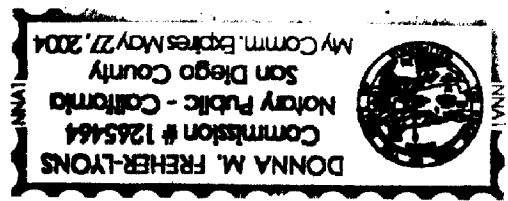
)  
) ss.  
)

I certify that I know or have satisfactory evidence that John Ostresh signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated June 26, 2000

Signature of Notary Public Donna M. Freher-Lyons

My Appointment expires May 27, 2004



**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

Jean-Philippe Meyer, a citizen of France, residing at 28 Leigh Avenue, Princeton, New Jersey 08542,

(hereinafter ASSIGNOR), and who is a co-inventor with Charles Petrie, Patricia A. McKernan, Emma E. Moore, John Ostresh, Richard Houghten, and Clemencia Pinilla, have made a discovery or invention entitled:

DIALKYL UREAS AS CALCITONIN MIMETICS

for which application of Letters Patent of the United States has been filed on January 20, 1999 and granted serial number 09/233,893; and

WHEREAS:

Torrey Pines Institute for Molecular Studies, a corporation of the State of California having a place of business at 3550 General Atomics Court, San Diego, California 92121 (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

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reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

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