

10-23-00

11-03-2000

S. DEPARTMENT OF COMMERCE

RE



T

 Patent and Trademark Office  
 Docket No. 3006220003200

101504561

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

## 1. Name of conveying party(ies):

 Gary Ashley  
 Isaac C. Chan-Kai  
 Mark A. Burlingame

- ☒ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State      ☐ Other

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

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

 Name: KOSAN BIOSCIENCES, INC.  
 Internal Address:  
 Street Address: 3832 BAY CENTER PLACE  
 City: HAYWARD, State: CA ZIP: 94545

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

## 3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other:

 Execution Date: October 5, 2000 (Gary Ashley and Mark A. Burlingame);  
 October 10, 2000 (Isaac C. Chan-Kai)

## 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)  
 09/492,733

B. Patent No.(s)

 Additional numbers attached? ☐ Yes ☒ No

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

 Kate H. Murashige  
 Morrison & Foerster LLP  
 2000 Pennsylvania Avenue, NW  
 Suite 5500  
 Washington, D.C. 20006-1888

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account, referencing  
 Attorney Docket 3006220003200

## 8. Deposit account number: 03-1952

 The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.
**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.

 Name: Kate H. Murashige  
 Registration No: 29,959


  
 Signature

 October 19, 2000  
 Date

Total number of pages comprising cover sheet, attachments and document: 3

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

 U.S. Patent and Trademark Office  
 Office of Public Records  
 Box Assignments  
 Crystal Gateway 4, Room 335  
 Washington, D.C. 20231

sd-17253

**PATENT**  
**REEL: 011196 FRAME: 0308**

**JOINT ASSIGNMENT**

THIS ASSIGNMENT, by Gary Ashley, Isaac C. Chan-Kai and Mark A. Burlingame (hereinafter referred to as the assignors), residing at 1102 Verdemere Drive, Alameda, CA 94502; 2022 Trousdale Dr., Apt. 15, Burlingame, CA 94010 and 59 Albion Street, San Francisco, CA 94103, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in SYNTHESIS OF OLIGOKETIDES, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/492,733 and filed on January 27, 2000; and

WHEREAS, KOSAN BIOSCIENCES, INC., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 3832 Bay Center Place, Hayward, CA 94545 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

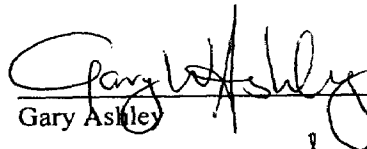
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

10/5/00  
Date

Date  
10/5/00  
Date

  
Gary Ashley

  
Isaac C. Chan-Kai

  
Mark A. Burlingame

**JOINT ASSIGNMENT**

THIS ASSIGNMENT, by Gary Ashley, Isaac C. Chan-Kai and Mark A. Burlingame (hereinafter referred to as the assignors), residing at 1102 Verdemeeer Drive, Alameda, CA 94502; 2022 Trousdale Dr., Apt. 15, Burlingame, CA 94010 and 59 Albion Street, San Francisco, CA 94103, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in SYNTHESIS OF OLIGOKETIDES, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/492,733 and filed on January 27, 2000; and

WHEREAS, KOSAN BIOSCIENCES, INC., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 3832 Bay Center Place, Hayward, CA 94545 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

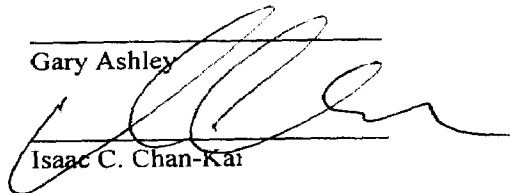
AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

\_\_\_\_\_  
Date

  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Ashley

  
Isaac C. Chan-Kai

\_\_\_\_\_  
Mark A. Burlingame