

11-22-2000

PTO DOCKET NO: M-9177 US

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

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THIS DOCUMENT CONTINUES TO GO TO \_\_\_\_\_ D WITH A NEW APPLICATION IN WHICH CASE  
IT WOULD GO TO THE COMMISSIONER FOR PATENTS

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(a) Jeffrey L. Cleland  
(b) Xanthe M. Lam  
(c) Franklin Okumu

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

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

Name: Genentech, Inc.  
Street Address: 1 DNA Way  
City: South San Francisco State: CA Zip: 94080  
Country: U.S.A.

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: October 11, 2000

Name and address of receiving party(ies):

Name:  
Street Address:  
City: State Zip  
Country:



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: October 11, 2000

A. Patent Application No.(s) -

Title: INJECTION VEHICLE FOR POLYMER-BASED FORMULATIONS

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Emily M. Haliday  
Internal Address: SKJERVEN MORRILL MacPHERSON LLP  
Street Address: 25 METRO DRIVE, SUITE 700  
City SAN JOSE State CA Zip 95110

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Authorized to be charged to Deposit Account 19-2386  
 Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid

11/21/2000 AAHMED1 00000159 192386 09687951 DO NOT USE THIS SPACE

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8. 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.*

Emily M. Haliday Emily M. Haliday Oct 13 2000  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

## ASSIGNMENT

WHEREAS, Jeffrey L. Cleland, a citizen of United States, residing at 225 Aberdeen Drive, San Carlos, California 94070, and Xanthe M. Lam, a citizen of United States, residing at 662 Orchid Drive, South San Francisco, California 94080, and Franklin Okumu, a citizen of United States, residing at 3882 Shafter Avenue, Oakland, California 94609 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

### INJECTION VEHICLE FOR POLYMER-BASED FORMULATIONS

for which an application Docket No. M-9177 US for Letters Patent has been executed by them on or about the date of this assignment; 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 94080-4990, 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. Such 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.

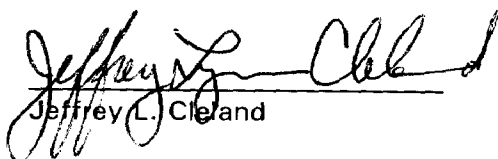
The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

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;

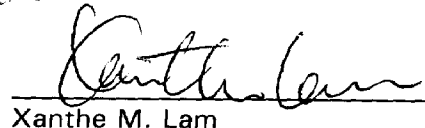
South San Francisco

Dated: 10/10/00

  
\_\_\_\_\_  
Jeffrey L. Cleland

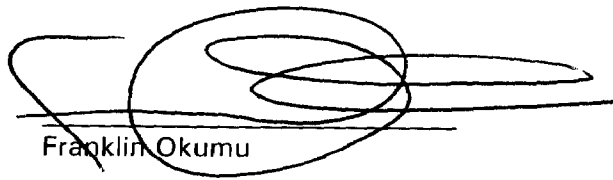
South San Francisco

Dated: 10-10-00

  
\_\_\_\_\_  
Xanthe M. Lam

South San Francisco

Dated: 11 OCT 00

  
\_\_\_\_\_  
Franklin Okumu