

04-04-2001

G&C 30435.89-US-U1 FORM PTO-1595

(Rev. 6-93)

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



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101670395

Docket-G&C 30435.89-US-U1

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

1. Name of conveying party(ies): **MRG 03-20-01** 2. Name and address of receiving party(ies):(1) DENNIS J. SLAMON
(2) CINDY A. WILSONTHE REGENTS OF THE UNIVERSITY OF CALIFORNIA
1111 FRANKLIN STREET, 5TH FLOOR
OAKLAND, CALIFORNIA 94607

and

and

(3) FRANK J. CALZONE

AMGEN INC.
ONE AMGEN CENTER DRIVE
THOUSAND OAKS, CALIFORNIA 91320-1799Additional name(s) of conveying party(ies) attached? ☒ NoAdditional name(s) & address(es) attached? ☒ No

3. Nature of conveyance:

☒ Assignment

Execution Date: (1) March 19, 2001, (2) March 19, 2001, (3) February 28, 2001

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: February 28, 2001

A. Patent Application No.(s)

B. Patent No.(s)

09813517Additional numbers attached? ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and patents involved: One

Name: William J. Wood
Address: GATES & COOPER LLP
6701 Center Drive West, Suite 1050
Los Angeles, CA 90045

7. Total fee (37 CFR 3.41): \$40

☒ Fees are to be charged to a Credit Card. Form PTO-2038 is enclosed.

8. Please charge any additional fees or credit any overpayments to Deposit Account No. 50-0494.

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.

William J. Wood

Name of Person Signing

Signature

March 20, 2001

Date

Total number of pages including cover sheet, attachments, and document: Five

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

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PATENT
REEL: 011636 FRAME: 0223

ASSIGNMENT

WHEREAS, Dennis J. Slamon and Cindy A. Wilson (hereinafter "Assignor(s)"), made certain new and useful inventions and improvements which are entitled HER-2/NEU OVEREXPRESSION ABROGATES GROWTH INHIBITORY PATHWAYS and which are disclosed in:

☒ U.S. Application filed on same date herewith and listing the above named person(s) as inventor(s)

AND WHEREAS, The Regents of the University of California, a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 1111 Franklin Street, 5th Floor, Oakland, California 94607 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor(s) have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor(s) do hereby agree that they and their executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to Assignor(s) relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title

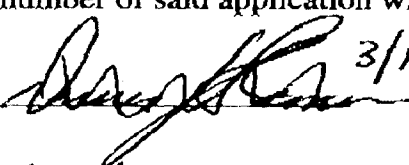
(G&C 30435.89USU1)

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and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore Assignor(s) covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor(s) and that full right to convey the same as herein expressed is possessed by Assignor(s). An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

Date:

 3/19/01

Signature:

Name: Dennis J. Slamon

Date:

3/19/01

Signature:

Name: Cindy A. Wilson

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ASSIGNMENT

Whereas, I, Frank J. Calzone, 841 Pine Crest Circle, Westlake Village, CA 91361

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

HER-2/Neu Overexpression Abrogates Growth Inhibitory Pathways

which is found in:

- ☒ (a) the U.S. Patent Application executed on even date herewith, which claims the benefit of U. S. Provisional Application 60/190,598, Filed March 20, 2000.
- ☐ (b) the U.S. Patent Application executed on _____
- ☐ (c) U.S. Application Serial No.: _____ filed on _____
- ☐ (d) U.S. Patent No.: _____

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799 wishes to acquire the entire interest in all inventions disclosed in such Application:

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") my entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

Further, I hereby sell, assign, transfer, and set over unto AMGEN my entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by me or at my direction or deposited on my behalf by Amgen, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, my unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

I authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to AMGEN as assignee of the entire right, title and interest therein and thereto.

For myself and for my legal representatives, I covenant and agree with AMGEN that I have not granted to any others any license to make, use or sell any such inventions, that my right, title and interest in such inventions has not been encumbered, that I have good right and title to sell and assign the same, and that I will not execute any instrument in conflict herewith.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with AMGEN that upon request I and they will: (i) execute continuing, divisional, or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigation; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of AMGEN.

In Witness Whereof I have executed this assignment on the 28 day of February 2001

Frank J. Calzone
(Name of Inventor)

Frank J. Calzone
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California } ss:
County of Ventura }

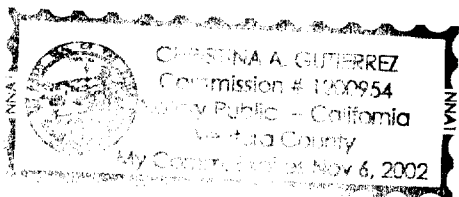
February 28 2001

Before me, a Notary Public for Ventura County, State of California, personally appeared

Frank J. Calzone

☒ 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 to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ 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.



Christina A. Gutierrez
Notary Public

My commission expires

November 6 2002