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PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Any Dkt No. P2548P1C1

Assistant Commissioner of Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kevin P. Baker; David Borstein; Dan L. Eaton, Napoleone Ferrara; Ellen Filvaroff; Mary E. Gerritsen; Audrey Goddard; Paul J. Godowski; J. Christopher Grimaldi; Austin L. Gurney; Kenneth J. Hillan; Ivar J. Kijavin; Mary A. Napier; Margaret Ann Roy, Daniel Tumas and William I. Wood.
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Internal Address:

Street Address: 1 DNA WayCity: South San Francisco State: CaliforniaZIP: 94080-4990Additional name(s) & address(es) attached? ☐ Yes ☒ No**3. Nature of conveyance:**☒ Assignment

Execution Date: 08/02/01; 08/01/01; 07/31/01; 08/07/01; 07/31/01,
07/20/01; 08/01/01, 07/30/01; 08/05/01; 08/06/01; 08/07/01; 07/25/01,
07/20/01, 07/23/01; 08/07/01 and 07/31/01, respectively.

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)

09/866,028

B. Patent No (s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Elizabeth M. Barnes, Ph.D.
GENENTECH, INC.
1 DNA Way
South San Francisco, CA 94080

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 3.41): \$ 40.00**☐ Enclosed☒ Authorized to be charged to deposit account**8. Deposit account number:**07-0630

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.

Elizabeth M. Barnes, Ph.D.
Name of Person Signing
Registration No. 35,059

Elizabeth M. Barnes
Signature

August 29, 2001
Date

Total number of pages comprising cover sheet, attachments and document: 11

PATENT

Docket No. P2548P1C1

ASSIGNMENT

WHEREAS, Kevin P. Baker a citizen of Great Britain, residing at 14006 Indian Run Drive, Darnestown, Maryland 20878, and David Botstein, a citizen of United States, residing at 2539 Somerset Drive, Belmont, California 94002, and Dan L. Eaton, a citizen of United States, residing at 75 Knight Drive, San Rafael, California 94901, and Napoleone Ferrara, a citizen of United States, residing at 2090 Pacific Avenue #704, San Francisco, California 94109, and Ellen Filvaroff, a citizen of United States, residing at 538 18th Avenue, San Francisco, California 94121, and Mary E. Gerritsen, a citizen of Canada, residing at 541 Parrott Drive, San Mateo, California 94402, and Audrey Goddard, a citizen of Canada, residing at 110 Congo Street, San Francisco, California 94131, and Paul J. Godowski, a citizen of United States, residing at 2627 Easton Drive, Burlingame, California 94010, and J. Christopher Grimaldi, a citizen of United States, residing at 1434 36th Avenue, San Francisco, California 94122, and Austin L. Gurney, a citizen of United States, residing at 1 Debbie Lane, Belmont, California 94002, and Kenneth J. Hillan, a citizen of Great Britain, residing at 64 Seward Street, San Francisco, California 94114, and Ivar J. Kjlavin, a citizen of United States, residing at 811 Dell Road, Pacifica, California 94044, and Mary A. Napier, a citizen of United States, residing at 1015 Hayne Road, Hillsborough, California 94010, and Margaret Ann Roy, a citizen of United States, residing at 2960 Webster Street #4, San Francisco, California 94123, and Daniel Tumas, a citizen of United States, residing at 3 Rae Avenue, Orinda, California 94563 and William I. Wood, a citizen of United States, residing at 35 Southdown Court, Hillsborough, California 94010, (hereinafter "ASSIGNORS"), have invented a new and useful invention in

SECRETED AND TRANSMEMBRANE POLYPEPTIDES AND NUCLEIC ACIDS ENCODING THE SAME

for which an application Serial No. 09/866,028 (Docket No. P2548P1C1) for Letters Patent has been filed by them on May 25, 2001; 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: 8/2/01



Kevin P. Baker

South San Francisco

Dated: _____

David Botstein

South San Francisco

Dated: _____

Dan L. Eaton

South San Francisco

Dated: _____

Napoleone Ferrara

South San Francisco

Dated: _____

Ellen Filvaroff

South San Francisco

Dated: _____

Mary E. Gerritsen

South San Francisco

Dated: _____

Audrey Goddard

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IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: _____

South San Francisco

Dated: 8-1-01

South San Francisco

Dated: _____

South San Francisco

Dated: _____

South San Francisco

Dated: _____

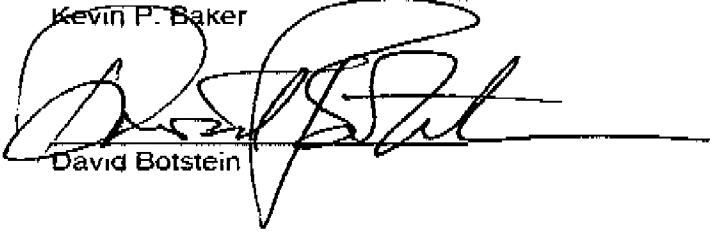
South San Francisco

Dated: _____

South San Francisco

Dated: _____

Kevin P. Baker



David Botstein

Dan L. Eaton

Napoleone Ferrara

Ellen Filvaroff

Mary E. Gerntsen

Audrey Goddard

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IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Kevin P. Baker

Dated: _____

South San Francisco

David Borstein

Dated: _____

South San Francisco



Dan L. Eaton

Dated: 7/21/01


South San Francisco



Napoleone Ferrara

Dated: 8-7-01

South San Francisco



Ellen Filvaroff

Dated: 7/31/01

South San Francisco

Mary E. Gerritsen

Dated: _____

South San Francisco



Audrey Goddard

Dated: 8/1/01

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Kevin P. Baker

Dated: _____

South San Francisco

David Botstein

Dated: _____

South San Francisco

Dan L. Eaton

Dated: _____

South San Francisco

Napoleone Ferrara

Dated: _____

South San Francisco

Ellen Filvaroff

Dated: _____

South San Francisco

Mary E. Gerritsen

Dated: July 20/2001


South San Francisco

Audrey Goddard

Dated: _____

South San Francisco

Dated: 7/30/01



Raul J. Godowski

South San Francisco

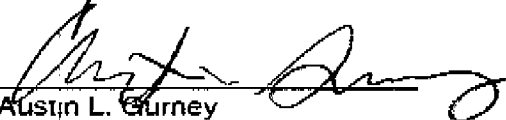
Dated: 6/5/2001



J. Christopher Grimaldi

South San Francisco

Dated: 8/6/2001



Austin L. Gurney

South San Francisco

Dated: 8/2/01



Kenneth J. Hillan

South San Francisco

Dated: _____

Ivar J. Kljavin

South San Francisco

Dated: _____

Mary A. Napier

South San Francisco

Dated: _____

Margaret Ann Roy

South San Francisco


Dated: 6-7-2001



Daniel Turnas

South San Francisco

Dated: 7/3/01



William I. Wood

Page 3

South San Francisco

Dated: _____

Paul J. Godowski

South San Francisco

Dated: _____

J. Christopher Grimaldi

South San Francisco

Dated: _____

Austin L. Gurney

South San Francisco

Dated: _____

Kenneth J. Hillan

South San Francisco

Dated: 07-25-01



Ivar J. Khavin

South San Francisco

Dated: _____

Mary A. Napier

South San Francisco

Dated: _____

Margaret Ann Roy

South San Francisco


Dated: _____

Daniel Tumas

South San Francisco

Dated: _____

William I. Wood

South San Francisco	_____
Dated: _____	Paul J. Godowski
South San Francisco	_____
Dated: _____	J. Christopher Grimaldi
South San Francisco	_____
Dated: _____	Austin L. Gurney
South San Francisco	_____
Dated: _____	Kenneth J. Hillan
South San Francisco	_____
Dated: _____	Ivar J. Kljavin
South San Francisco	
Dated: <u>7/20/2001</u>	Mary A. Napier
South San Francisco	_____
Dated: _____	Margaret Ann Roy
South San Francisco	_____
Dated: _____	Daniel Tumas
South San Francisco	_____
Dated: _____	William I. Wood

Page 3

South San Francisco

Dated: _____

Paul J. Godowski

South San Francisco

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J. Christopher Grimaldi

South San Francisco

Dated: _____

Austin L. Gurney

South San Francisco

Dated: _____

Kenneth J. Hillan

South San Francisco

Dated: _____

Ivar J. Kljavin


South San Francisco

Dated: _____

Mary A. Napier

~~South~~ San Francisco

Dated: 7/23/01



Margaret Ann Roy

South San Francisco

Dated: _____

Daniel Tumas

South San Francisco

Dated: _____

William L. Wood