

01-29-2002



COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

101963495

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Bassil I. DAHIYAT; Robert J. HAYES; Jörg BENTZIEN;

Klaus M. FIEBIG

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

Execution Date: October 24, 2001; December 17, 2001

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

Internal Address: Xencor

Street Address: 111 W. Lemon Avenue

City: Monrovia

State: California

Zip: 91016

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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): 09/927,790

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

JAN 23 2002

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

Name: Robin M. Silva

Internal Address: FLEHR HOHBACH TEST

ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved:

One (1)

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: **06-1300**

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-67229-9/RFT/RMS/RMK
(Attach duplicate of this page if paying by deposit account)

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.

Renee M. Kosslak, Reg No. 41,717 for
Robin M. Silva, Reg No. 38,304

Name of Person Signing

Signature

12/21/01

Date

Total number of pages including cover sheet, attachments and document: [6]

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

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

01/29/2002 DBYRNE 00000018 09927790

01 FC:581

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Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-67229-9/RFT/RMS/RMK

Rev. 8/93

PATENT
REEL: 012502 FRAME: 0412

ASSIGNMENT

WHEREAS, Bassil I. DAHIYAT, Los Angeles California; Robert J. HAYES, Altadena, California; Jöerg BENTZIEN, Pasadena, California; and Klaus M. FIEBIG, Frankfurt, GERMANY, has invented certain new and useful improvements in and have filed an application for a United States patent entitled: **PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES** bearing Serial No. 09/927,790, filed August 10, 2001, disclosing and identifying the invention; and

WHEREAS, XENCOR, a corporation of the state of CALIFORNIA, having a place of business at 111 W. Lemon Avenue; Monrovia, State of CALIFORNIA, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries. ,

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include 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 Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional

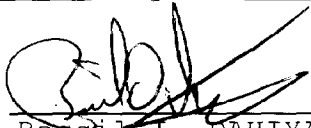
applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted 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 Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors 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, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 17th day of December, 2001 (2) 17th day of December, 2001
(3) 17th day of December, 2001 (4) _____ day of _____, 2001
respectively.

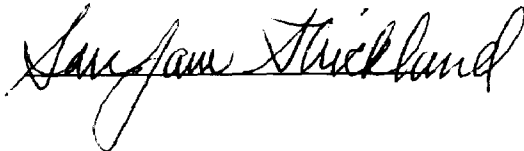
(1) 
Bassil I. DAHIYAT

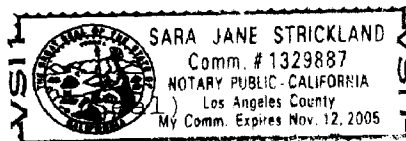
County of LOS ANGELES)
State of CALIFORNIA) ss
)

On this 17th day of DECEMBER, in the year 2001, before me, SARA JANE STRICKLAND, Notary Public of the State of CALIFORNIA, personally appeared (1) Bassil I. DAHIYAT, 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 that he/she executed the same in his/her authorized capacit(ies), 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.

Signature





applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) 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 Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors 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, the said Inventors have executed and delivered this instrument to said Assignee this

(1) _____ day of _____, 2001 (2) _____ day of _____, 2001
(3) _____ day of _____, 2001 (4) 24th day of October, 2001
respectively.

(1) _____
Bassil I. DAHIYAT

County of _____)
State of _____) ss
.)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (1) Bassil I. DAHIYAT, 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 that he/she executed the same in his/her authorized capacit(ies), 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.

(Seal)

Signature _____

(2)

Robert J. Hayes
Robert J. HAYES

County of LOS ANGELES
State of CALIFORNIA

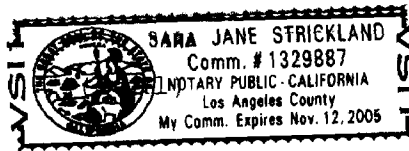
)
) ss
)

On this 17th day of DECEMBER, in the year 2001, before me, SARA JANE STRICKLAND, Notary Public of the State of CALIFORNIA, personally appeared (2) Robert J. HAYES, 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 that he executed the same in his authorized capacit(ies), and that by his 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.

Signature

Sara Jane Strickland



(3)

Jörg Bentzien
Jörg BENTZIEN

County of LOS ANGELES
State of CALIFORNIA

)
) ss
)

On this 17th day of DECEMBER, in the year 2001, before me, SARA JANE STRICKLAND, Notary Public of the State of CALIFORNIA, personally appeared (3) Jörg BENTZIEN 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 that he executed the same in his authorized capacit(ies), and that by his 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.

Signature

Sara Jane Strickland



(4)

Klaus M. FIEBIG

Robert J. HAYES

County of _____)
) ss
 State of _____ .)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (2) Robert J. HAYES, 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 that he executed the same in his authorized capacit(ies), and that by his 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.

(Seal)

Signature _____

(3) _____
Jöerg BENTZIEN

County of _____)
) ss
 State of _____ .)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (3) Jöerg BENTZIEN 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 that he executed the same in his authorized capacit(ies), and that by his 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.

(Seal)

Signature _____

(4) Klaus M. FIEBIG