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OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Attv Docket No.: ABJT003CON2

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

1. Name of conveying party(ies):

GALLO, MICHAEL LAJOS  
YANG, XIAO-PING

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

2. Name and address of receiving party(ies)

Name: **Abgenix, Inc.**

Internal Address:

Street Address: **7601 Dumbarton Circle**

City: Fremont State: **CA** Zip: **94555**

☐ Other

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: **April 29, 1998 and April 30, 1998.**

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)

**09/369,635, August 6, 1999**

B. Patent Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: **Bozicevic, Field & Francis LLP**

Internal Address: **200 Middlefield Road, Suite 200**

City: **Menlo Park** State: **California** Zip: **94025**

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:

**50-0815**

(Attach duplicate copy of this page if paying by deposit account)

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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.*

**Paula A. Borden, Reg. No. 42,344**

**01/29/2002**

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:  
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**(ADDENDUM)**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

2. Name and address of receiving party(ies) (cont'd)

Name: Japan Tobacco, Inc.

Internal Address:

Street Address: 2-1 Toranoman 2-Chome  
Minato-Ku

City: Tokyo Country: Japan Zip: 105

☐ Other

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT

WHEREAS, the undersigned Michael Lajos Gallo of San Jose, California and Xiao-Ping Yang of Foster City, California, hereinafter termed "Inventor(s)", having invented new and useful improvements in a *Directed Switch-Mediated DNA Recombination* and having made application for a U.S. Patent disclosing and identifying the invention, which application was filed June 17, 1997 under Serial No. 08/878,166; and having invented new and useful improvements in a *Directed Switch-Mediated DNA Recombination* and having made application for a U.S. Patent disclosing and identifying the invention, which application issued as U.S. Patent No. 5,714,352 on February 3, 1998; and

WHEREAS, Abgenix, Inc., a Delaware corporation, having a place of business in Fremont, California, and Japan Tobacco Inc., a Japanese Corporation, having a place of business in Tokyo, Japan (hereinafter termed "Assignees"), are desirous of acquiring the entire right, title and interest in and to said applications and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered (all collectively hereinafter termed "said inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the U.S. and foreign countries.

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

1. Said Inventor(s) hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said applications and said inventions, including any continuations or divisionals thereof; (b) in and to all rights to apply for foreign patents on said inventions 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 inventions 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 extension of any of said patents.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignees to enable said Assignees 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(s) 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 inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said inventions; and (f) for legal proceedings involving said inventions 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 Inventors in providing such cooperation shall be paid for by said Assignees.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignees, its successors, assigns and other legal representatives, and shall be binding on said Inventor(s), their heirs, legal representatives and assigns.

4. Said Inventor(s) warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

Dated 4/29, 1998 Michael Lajos Gallo  
Michael Lajos Gallo

County of \_\_\_\_\_ ]  
State of California ] ss.

On \_\_\_\_\_, 1998, before me, the undersigned Notary Public, personally appeared Michael Lajos Gallo, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, 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.

\_\_\_\_\_  
Notary Public

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Dated 4/30/98, 1998 Xiao-Ping Yang  
Xiao-Ping Yang

County of \_\_\_\_\_ ]  
State of California ] ss.

On \_\_\_\_\_, 1998, before me, the undersigned Notary Public, personally appeared Xiao-Ping Yang, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, 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.

\_\_\_\_\_  
Notary Public