

04-12-2002



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Atty Dkt No: P1735R1

PTO/PCT Rec'd 12 MAR 20

ginal documents or copy thereof.

1. Name of conveying party(ies):

Ben-Quan Shen
Thomas ZionCheck

03/12/02

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

Name and address of receiving party(ies):

Name: GENENTECH, INC.

Internal Address:

Street Address: 1 DNA Way

City: South San Francisco State: California

ZIP: 94080-4990

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: February 21, 2002

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 21, 2002

A. Patent Application No.(s)
09/700,806

B. Patent No.(s)

Additional numbers attached? Yes No

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

Steven X. Cui



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PATENT TRADEMARK OFFICE

03/19/2002 MNGUYEN 00000034 070630 09700806

03 FC:581 40.00 CH

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.

Steven X. Cui
Name of Person Signing
Registration No. 44,637

Steven X. Cui
Signature

March 12, 2002
Date

Total number of pages comprising cover sheet, attachments and document: 3

A S S I G N M E N T

WHEREAS, Ben-Quan Shen, a citizen of USA, residing at 2055 32nd Avenue, San Francisco, CA 94116, and Thomas Zioncheck, a citizen of USA, residing at 799 Drake Street, Montara, CA 94080, (hereinafter "ASSIGNORS"), have invented a new and useful invention in

MODULATION OF eNOS ACTIVITY AND THERAPEUTIC USES THEREOF

for which an application Serial No. 09/700,806 a 35 U.S.C. 371 of PCT/US00/30294 filed 02 November 2000 for Letters Patent has been filed by them; 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.

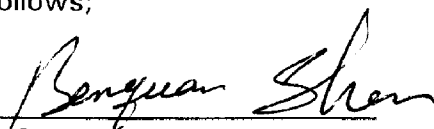
The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

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: 2/21/02


Ben-Quan Shen

South San Francisco

Dated: 2/21/02


Thomas Zioncheck

#82022