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U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Dkt. No.: PC-0051 CIP

*Resubmit*

attached original documents or copies thereof.

1. Name of conveying party(ies): Preeti G. Lal, Janice Au-Young,  
Lynn E. Murry, Preete Mathur *10-21-02*

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

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

Name: INCYTE GENOMICS, INC.

Internal Address: \_\_\_\_\_

Street Address: 3160 Porter Drive

City: Palo Alto State: California

ZIP: 94304

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other

Execution Date: 2/5/02; 1/31/02; 1/28/02; 1/29/02, 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) 09/968,433 Filed: 10/01/01

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

INCYTE GENOMICS, INC.  
Patent Department  
3160 Porter Drive  
Palo Alto, California 94304

Attention: Legal Dept.

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: 09-0108

**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.

David G. Streeter  
Name of Person Signing  
Registration No. 43,168

*David G. Streeter*  
Signature

9 October 2002  
Date

Total number of pages comprising cover sheet, attachments and document: 9

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

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231 on 10/9/02

By: *DMG* Printed: *Debbie Ellis*

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we

<u>Preeti G. Lal</u>	of	<u>Santa Clara, California</u>	;
<u>Janice Au-Young</u>	of	<u>Brisbane, California</u>	;
<u>Roopa Reddy</u>	of	<u>Sunnyvale, California</u>	;
<u>Lynn E. Murry</u>	of	<u>Fayetteville, Arkansas</u>	;
<u>Preete Mathur</u>	of	<u>Fremont, California</u>	;

are the inventors of the invention in:

SIGNAL PEPTIDE-CONTAINING PROTEINS

for which we filed a United States Patent Application on October 01, 2001, and now has Serial No. 09/968,433;

and WHEREAS, Incyte Genomics, Inc., a Delaware Corporation, having a place of business at: 3160 Porter Drive, Palo Alto, California, 94304, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, we, the said ASSIGNORS, do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue

the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.


AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

The undersigned hereby grant(s) the Assignee Incyte Genomics, Inc., the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, WE hereunto set our hands and seals the day and year set opposite our respective signatures.

Executed this 5 day of February, 2002

  
\_\_\_\_\_

PREETI G. LAL

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_

JANICE AU-YOUNG

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_

ROOPA REDDY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_

LYNN E. MURRY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_

PREET MATHUR

**ASSIGNMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, we

<u>Preeti G. Lal</u>	of	<u>Santa Clara, California</u>	;
<u>Janice Au-Young</u>	of	<u>Brisbane, California</u>	;
<u>Roopa Reddy</u>	of	<u>Sunnyvale, California</u>	;
<u>Lynn E. Murry</u>	of	<u>Fayetteville, Arkansas</u>	;
<u>Preete Mathur</u>	of	<u>Fremont, California</u>	;

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NOW, THEREFORE, we, the said ASSIGNORS, do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

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assigns, in accordance with the terms of this instrument.

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AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

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IN TESTIMONY WHEREOF, WE hereunto set our hands and seals the day and year set opposite our respective signatures.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
PREETI G. LAL

Executed this 31<sup>st</sup> day of January, 2002 Janice Au-Young  
JANICE AU-YOUNG

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
ROOPA REDDY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
LYNN E. MURRY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
PREET MATHUR

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<u>Lynn E. Murry</u>	of	<u>Fayetteville, Arkansas</u>	;
<u>Preete Mathur</u>	of	<u>Fremont, California</u>	;

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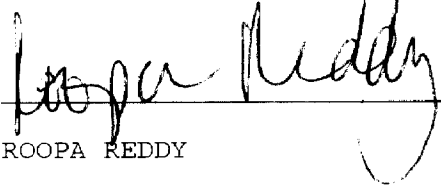
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Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
PREETI G. LAL

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
JANICE AU-YOUNG

Executed this 28<sup>th</sup> day of January, 2002 \_\_\_\_\_  
  
ROOPA REDDY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
LYNN E. MURRY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_  
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<u>Lynn E. Murry</u>	of	<u>Fayetteville, Arkansas</u>	;
<u>Preete Mathur</u>	of	<u>Fremont, California</u>	;

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PREETI G. LAL

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_

JANICE AU-YOUNG

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_

ROOPA REDDY

Executed this 29 day of January, 2002 *Lynn E. Murry*

LYNN E. MURRY

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_

PREET MATHUR

# EXHIBIT B

INCYTE PHARMACEUTICALS, INC.

## CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with Incyte Pharmaceuticals, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. At-Will Employment. I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. In other words, either the Company or I can terminate my employment at any time, for any reason, with or without cause and with or without notice.

2. Confidential Information.

(a) Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

### 3. Inventions.

(a) Inventions Retained and Licensed. I have attached hereto a list describing all inventions, technical writings, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned to me or in which I have an interest, which relate to the Company's proposed business, products or research and developments, and which are not assigned to the Company hereunder ("Prior Inventions"). If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention or any other inventions, technical writings, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or author or reduce to practice, or cause to be conceived or developed or authored or reduced to practice, within the scope of my employment and during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(f) below.

interest in any publicly held company that is a customer, supplier or contractor of the Company.

7. Borrowing from or lending to employees, customers or suppliers.

8. Acquiring real estate in which the Company has announced an interest.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

11. Making any unlawful agreements with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in immediate discharge.

I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(c) Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(f) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and not otherwise disclosed on Exhibit A.

4. Conflicting Employment and Financial Interests. During my employment by the Company, I will devote my best efforts to the interests of the Company and will not without written consent of an operating officer of the Company

- (a) engage in other employment, occupation, consulting or other business activity, or have a direct or indirect financial interest, in any privately held company that is in direct competition with the Company, whether alone, as a partner, or as an officer, director, employee.
- (b) engage in other employment, occupation, consulting or other business activity or have a direct or indirect financial interest by holding more than a 5% interest in any publicly held company that is in direct competition with the Company;
- (c) engage in other employment, occupation, consulting or other business activity or have a direct or indirect financial interest by holding more than a 5% interest in any publicly held company that is a customer, supplier or contractor of the Company.

A 'direct interest' includes, but is not limited to, an employee and his or her spouse holding a community property interest.

An 'indirect interest' includes, but is not limited to an employee using his or her spouse, family member or significant other's name in order to invest in a company.

5. Returning Company Documents. I agree that, at any time when requested by the Company and at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "**Termination Certification**" attached hereto as Exhibit C.

6. Notification to New Employer. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

7. Solicitation of Employees. I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.

8. Solicitation of Customers. By signing this Agreement, I acknowledge and agree that the names and addresses of the Company's customers constitute Confidential Information and that the sale or unauthorized use or disclosure of any such information that I obtained during the course of my employment would constitute unfair competition with the Company. I promise not to engage in any unfair competition with the Company.

Accordingly, I will not during my employment, or for a two-year period thereafter, either directly or indirectly (1) make known to any Page person, firm, or corporation the names and addresses of any of the Company's customers or any other information pertaining to them; or (2) call on, solicit, or take away any of the Company's customers with whom I became acquainted during the course of my employment, based on Confidential Information.

9. Conflict of Interest Guidelines. I agree to diligently adhere to the Conflict of Interest Guidelines attached as Exhibit D hereto.

10. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

11. Arbitration and Equitable Relief.

(a) Arbitration. Except as provided in Section 10(b) below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Santa Clara County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

(b) Equitable Remedies. I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 2, 3, and 5 herein. Accordingly, I agree that if I breach any of such Sections, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

## 12. General Provisions

(a) Governing Law: Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of California. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

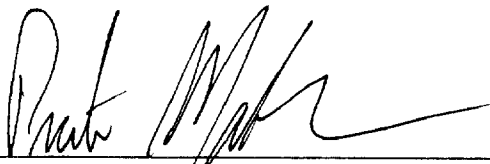
(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(e) I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Date: 2/20/97

  
\_\_\_\_\_  
Signature  
Preete Mathur  
\_\_\_\_\_  
(Type/Print Employee's Name)

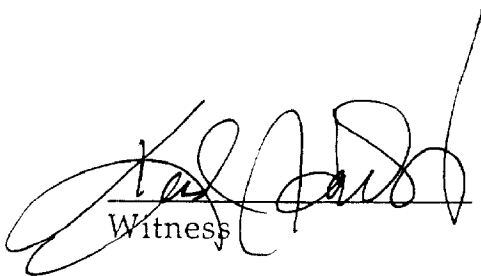
  
\_\_\_\_\_  
Witness



EXHIBIT A

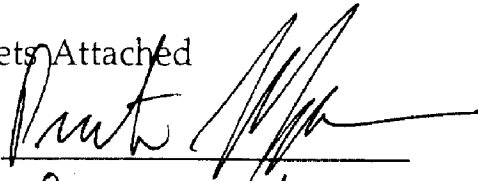
LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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X No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

Signature of Employee:



Print Name of Employee:

Preeti Mathur

Date:

2/20/97

EXHIBIT B

CALIFORNIA LABOR CODE SECTION 2870

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

## EXHIBIT D

### INCYTE PHARMACEUTICALS, INC.

#### CONFLICT OF INTEREST GUIDELINES

It is the policy of Incyte Pharmaceuticals, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information and Invention Assignment Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Violating the Company's policy re: employment of relatives or making personnel decisions based on family or social relationships rather than on job-related criteria.

5. Initiating or approving any form of harassment of employees.

6. Engaging in other employment, occupation, consulting or other business activity, or having a direct or indirect financial interest in any privately held company that is in direct competition with the Company, whether alone, as a partner, or as an officer, director, employee; or (2) by holding more than a 5% interest in any publicly held company that is in direct competition with the Company; or (3) by holding more than a 5%