

03-03-2003

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Fatents and Tradental	ss: Please record the attached original documents or copy to
1. Name of conveying party(ies): John F. Lyons Gideon Bollag Additional names(s) of conveying party(ies) attached?Yes No	Name and address of receiving party(ies): Name: Onyx Pharmaceuticals, Inc. Address: 3031 Research Drive Richmond, CA 94806
3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name Other	Additional name(s) & address(es) attached? Yes No
Execution Date: <u>2/5/2003 and 2/11/2003</u>	
 4. Application number(s) or patent number(s): A. Patent Application No.: 10/308,721 Title: Raf-Mek-Erk Pathway Inhibitors To Treat Cancer Filed Date: December 3, 2002 	B. Patent No(s).:
Additional	Marshado XV. X. X.
	attached? Yes X No
If this document is being filed together with a new application	on, the execution date of the application is:
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total Number of applications and patents involved: X \$40.00 each
Name: Gregory Giotta, Ph.D.	7. Total fee (37CFR 3.41)\$_40.00
Address: Onyx Pharmaceuticals, Inc. 3031 Research Drive	8. Fee Authorization. Authorization is given to charge additional fees or credit or overpayment to D Account No. 15-0615.
Richmond, CA 94806 Telephone: (510) 262-8710	Copy. (A duplicate copy of this authorization is not enclosed.)
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing informatio document.	n is true and correct and any attached copy is a true copy of the c
Gregory Giotta, Ph.D. 32,028	Date 2/9/05
Signature	

PATENT REEL: 013792 FRAME: 0863

Attorney Docket: 1050-ORD Serial No. 10/308,721

JOINT TO CORPORATE ASSIGNMENT

(1) John F. LYONS (2) Gideon BOLLAG

((hereinafter termed "Inventors"), residents of

(1) 2038 Ascot Drive (2) 172 Catalina Drive

respectively, Cities of

(1) Moraga, California (2) Hercules, California

respectively, have invented certain new and useful improvements in:

RAF-MEK-ERK PATHWAY INHIBITORS TO TREAT CANCER

WHEREAS, the undersigned,

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

- 1. [X] Said application having SC/Serial Number 60/336,886 and filed on the 4th day of December 2001, and .
- [X] Said application having SC/Serial number 10/308,721 and filed on the 3rd day of December 2002.

WHEREAS ONYX Pharmaceuticals, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 3031 Research Drive, Richmond, California 94806, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in an to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

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

- Said Inventors do hereby sell, assign, transfer and convey to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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 application; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- Said Inventors hereby jointly and severally 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 other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) 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

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proceedings, reexamination proceedings, compulsory licensing 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 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 respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally 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 on the date of acknowledgment before the Notary Public as given below.
(1) John by
John F. Lyons State of California)
County of ALAMEDA)
On OZ OS OS before me, KEVIN D. ROSAL POSCE, personally appeared JOHN F. LYONS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal. Signature KEVIN D. ROLENS Commission # 1388199 Notary Public - California Alameda County My Comm. Expires Dec 3, 2006

(2) How Bolleg
State of <u>California</u>
County of ALAMEDA
On 2/11/03 before me, Mather Rove where fibic, personally appeared GIDEON BOLLAG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal. MATTHEW BOVE Commission \$ 1367972 Notary Public - Celifornia Alameda County
Signature My Comm. Expires Aug 4, 2008

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RECORDED: 02/19/2003

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