IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION COVER SHEET (PATENT)

Name of conveying party/parties:

George Norbert Cox III, Casey Christopher Case, Stephen P. Eisenberg, Eric Edward Jarvis and Sharon Kaye Spratt.

Name and address of receiving party/parties:

Sangamo BioSciences, Inc.
Point Richmond Tech Center
501 Canal Boulevard, Suite A100
Richmond, California 94804

3. Nature of conveyance:

X Assignment

___ Name Change

___ Other

Execution date: September 3, 2003, September 7, 2003 and September 10, 2003

- 4. Application number(s) or patent number(s):
 - A. Patent Application No(s).: 10/456,444
 - B. Patent No(s).:

If this document is being filed together with a new application, the execution date of the application is:

and the title of the new application is:

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

ROBINS & PASTERNAK LLP 1731 Embarcadero Road, Suite 230

Palo Alto, CA 94303

- Total number of applications/patents involved: 1
- 7. Total fee: $1 \times 40.00 = 40.00$
 - Enclosed is a check for \$ 40.00.
 - X Authorized to be charged to deposit account
- 8. Deposit account number: 18-1648.
- The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17 and 1.21 which may be required by this paper, or to credit any overpayment, to Deposit Account No. 18-1648.
- 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.

Dated: 10/02/03

Bv:

Dahna S. Pasternak

Reg. No. 41,411

ROBINS & PASTERNAK LLP 1731 Embarcadero Road, Suite 230 Palo Alto, CA 94303

Telephone: (650) 493-3400

Fax: (650) 493-3440

Total number of pages including cover sheet, attachments, document: 12

ASSIGNMENT

JOINT

THIS ASSIGNMENT, by George Norbert Cox III, residing at Louisville, Colorado, Casey Christopher Case, residing at San Mateo, California, Stephen P. Eisenberg, residing at Boulder, Colorado, Eric Edward Jarvis, residing at Boulder, Colorado and Sharon Kaye Spratt, residing at Vacaville, California (hereinafter referred to as the assignors), witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in LIGAND-CONTROLLED REGULATION OF ENDOGENOUS GENE EXPRESSION set forth in an application for Letters Patent of the United States, bearing Serial No. 10/456,444 and filed on June 5, 2003; and

WHEREAS, Sangamo BioSciences, Inc. a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at Point Richmond Tech Center, 501 Canal Boulevard, Suite A100, Richmond, California 94804 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Union for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are

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unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignce, its successors, legal representatives and assigns, but at the cost and expense of the said assignce, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Sept 10, 2003 Date Sept 10, 2003	3 Name of Inventor	Steam Northet CoxTT
Date	Name of Inventor	Casey Christopher Case
Date	Name of Inventor	Stephen P. Eisenberg

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Attorney Docket No. 8 USSN: 10/465,444	8325-0030 (S30-US1)	
Date	Name of Inventor	Eric Edward Jarvis
Date	Name of Inventor	Sharon Kawa Spratt

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WHEREAS, the said assignors have invented certain new and useful improvements in LIGAND-CONTROLLED REGULATION OF ENDOGENOUS GENE EXPRESSION set forth in an application for Letters Patent of the United States, bearing Serial No. 10/456,444 and filed on June 5, 2003; and

WHEREAS, Sangamo BioSciences, Inc. a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at Point Richmond Tech Center, 501 Canal Boulevard, Suite A100, Richmond, California 94804 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Union for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are

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AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-inpart of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignce of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignce, its successors, legal representatives and assigns.

Date ₋	<u>.</u>	Name of Inventor	George Norbert Cox III
Date	9-10-03	Name of Inventor	Casey Christopher Case
Date _.	9/3/03	Name of Inventor	Stephen P. Eisenberg

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USSN: 10/465,444

Date _____ Name of Inventor

Eric Edward Jarvis

Date 9/10/03 Name of Inventor

3

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AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date	Name of Inventor	<u>.</u>
		George Norbert Cox III
	Þ	
Date	Name of Inventor	
Dute		Casey Christopher Case
Date	Name of Inventor	_
<u>. </u>	•	Stephen P. Eisenberg

USSN: 10/465,444

Date Sept. 7, 2003 Name of Inventor

Date _____ Name of Inventor

Sharon Kaye Spratt

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PATENT REEL: 014023 FRAME: 0444

RECORDED: 10/02/2003