

05-19-2003



FORM PTO-1595  
1-31-92

RECORD

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark

102451384

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

1. Name of conveying party(ies): 5-15-03  
Maxygen Inc.  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Pfizer Inc.  
Street Address: 235 East 42nd Street (150/5)  
City: New York State: New York Zip: 10017-5755  
and  
Name: Pfizer Products Inc.  
Internal Address: Bldg. 260, 1<sup>st</sup> Floor  
Street Address: Eastern Point Road  
City: Groton State: Connecticut Zip: 06340

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 03/06/03

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) 10/361,376  
B. Patent No. (s)  
Additional numbers attached?  Yes  No

6. Total number of pages including cover sheet attachments and document: 3  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Gregg C. Benson  
Internal Address: Pfizer Inc.  
Street Address: Eastern Point Road, MS 8260-1611  
City: Groton State: Connecticut ZIP: 06340

8. Deposit account number:  
16-1445  
(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 document is the original or a true copy of the original document.*  
Martha G. Munchhof March G Munchhof May 13, 2003  
Name of Person Signing Signature Date  
Total number of pages including cover sheet: 3

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, MAXYGEN INC., a corporation having its principal place of business at 515 Galveston Drive, Redwood City, California 94063, United States of America, hereby sells, assigns and transfers unto PFIZER INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business at 235 East 42nd Street, New York, New York 10017, United States of America, its entire right, title and interest, except as limited hereinbelow, in and to provisional patent application of the United States of America, having PFIZER INC. Docket No. PC23034, and entitled STREPTOMYCES AVERMITILIS GENE DIRECTING THE RATIO OF B2:B1 AVERMECTINS, filed in the United States Patent and Trademark Office on February 12, 2002, and assigned application number 60/356,222; and its entire right, title and interest, in the United States of America, in and to all its inventions, whether joint or sole, disclosed in said provisional patent application; and its entire right, title and interest in and to all applications filed in the United States of America for Letters Patent for any or all of said inventions; and its entire right, title and interest in and to all Letters Patent granted in the United States of America on the foregoing applications, in each case to the extent the inventions disclosed or claimed in such applications and Letters Patent relate to inventions other than inventions related to DNA shuffling technology and/or organism shuffling technology which is not specific to avermectin genes, and provided it is understood and agreed that MAXYGEN INC. retains all rights in and to inventions relating to DNA shuffling technology and/or organism shuffling technology which is not specifically related to avermectin genes and to all of the foregoing applications and Letters Patent to the extent they claim such inventions;

and MAXYGEN INC. hereby sells, assigns and transfers unto PFIZER PRODUCTS INC., a corporation organized and existing under the laws of the State of Connecticut, United States of America, and having its place of business at Eastern Point Road, Groton, Connecticut 06340, United States of America, its entire right, title and interest, except as limited hereinbelow, in all countries of the world except the United States of America, in and to all its inventions, whether joint or sole, disclosed in said provisional patent application; and its entire right, title and interest in and to all patent applications filed outside the United States of America for Letters Patent for any or all of said inventions; and its entire right, title and interest in and to all Letters Patent granted outside the United States of America on said patent applications filed outside the United

States of America; and the right to claim priority from said provisional patent application under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States of America is a party and which afford similar priority-claiming privileges, in all countries of the world except the United States of America, in each case to the extent the inventions disclosed or claimed in such applications and Letters Patent relate to inventions other than inventions related to DNA shuffling technology and/or organism shuffling technology which is not specific to avermectin genes, and provided it is understood and agreed that MAXYGEN INC. retains all rights in and to inventions relating DNA shuffling technology and/or organism shuffling technology which is not specifically related to avermectin genes and to all of the foregoing applications and Letters Patent to the extent they claim such inventions;

and MAXYGEN INC. hereby agrees, whenever reasonably requested, to communicate to said PFIZER INC. and said PFIZER PRODUCTS INC., and their successors and assigns, any facts known to it respecting said inventions, to testify in any legal proceeding respecting said inventions, and to execute all applications or papers necessary to obtain and maintain proper patent protection on said inventions in all countries of the world; provided that PFIZER INC. and PFIZER PRODUCTS INC. agree to promptly reimburse MAXYGEN INC. for its out-of-pocket expenses related thereto.

Signed and witnessed this 6th day of MARCH 2003 at

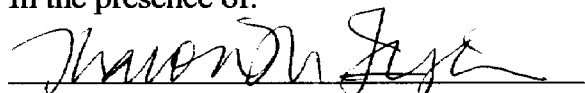
REDWOOD CITY, CA



Name and Title

**Michael S. Rabson**  
**Senior Vice President**

In the presence of:



SHARON M. FWITA  
(Typed or Printed Name of Witness)