

9-3-03

D/B

Express Mail No. EV 313 841 682 US



09-09-2003



SHEET


Attorney Docket Number  
10602-051-999

102545087

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

9.2.03

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): David Solow-Cordero; Geetha Shankar; Juliet V. Spencer; and Charles Gluchowski Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>Ceretek LLC</u> Address: <u>213 E. Grand Avenue</u> <u>South San Francisco, CA 94080</u>  Country (if other than USA):	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Merger  Security Agreement Change of Name  Other  Execution Date: <u>July 28, 2003; August 3, 2003; and August 27, 2003</u>			
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) <u>10/390,426</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed:  PENNIE & EDMONDS LLP 3300 Hillview Avenue Palo Alto, California 94304		6. Number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41):.....\$ 40.00 Please charge to the deposit account listed in Section 8. 8. Deposit account number: <u>16-1150</u>	
DO NOT USE THIS SPACE			
9. Statement and signature.  <i>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.</i>  Rahul Pathak 42,893  September 2, 2003 Name of Person Signing Reg. No. Signature (for Thomas D. Kohler, Reg. No. 32,797) Date  Total number of pages including cover sheet: <u>4</u>			

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

09/08/2003 EDDOPER 00000099 161150

10390426

01 FC:0021

40.00 BA

CA1: 353799.1

PATENT  
REEL: 014456 FRAME: 0759

ASSIGNMENT

WHEREAS, WE, David Solow-Cordero, Geetha Shankar, Juliet V. Spencer, Charles Gluchowski, ASSIGNORS, all citizens of the United States, respectively residing at 651 Panorama Drive, San Francisco, CA 94131; 564 Jackson Drive, Palo Alto, CA 94303; 332 West Hillsdale Blvd., San Mateo, CA 94403, and 154 Coolspring Court, Danville, CA 94506, are the inventors of the invention in METHODS OF TREATING CONDITIONS ASSOCIATED WITH AN EDG-3 RECEPTOR for which we have executed a provisional application for a Patent of the United States

☒ which is executed on    ►    even date herewith or    ►    \_\_\_\_\_  
March 14, 2003

☒ which is identified by Pennie & Edmonds LLP docket no. 10602-051-999

☒ which was filed on March 14, 2003, Non-Provisional Application No. 10/390,426

☐ I hereby authorize and request my attorney, Rahul Pathak (42,983), for: Thomas D. Kohler (32,797), of Pennie & Edmonds, LLP, 3300 Hillview Avenue, Palo Alto, California 94304, to insert here in parentheses (Non-Provisional Application number \_\_\_\_\_, filed \_\_\_\_\_, 2003 ) the filing date and application number of said application when known.

and WHEREAS, Ceretek LLC, organized and existing under the laws of the state of California, and having an office for the transaction of business at 1501 213 E. Grand Avenue, South San Francisco, CA 94080, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said provisional application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. §119(e) and 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 the 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.

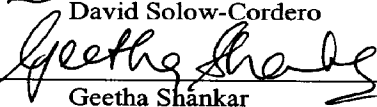
AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign 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.

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

Date 7/28/03

  
David Solow-Cordero

Date 7/28/03

  
Geetha Shankar

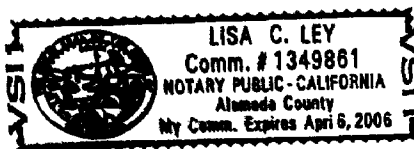
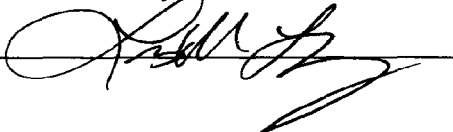
Date 8/3/03 Juliet V. Spencer  
Juliet V. Spencer

Date 8/27/03 Charles Gluchowski  
Charles Gluchowski

State of CA )  
 ) SS.:  
County of San Mateo )

On 7/28, 2003, before me, Lisa Ley, Notary Public, personally appeared Daniel Salas Cardero, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged 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



State of CA )  
 ) SS.:  
County of San Mateo )

On 7/28, 2003, before me, Lisa Ley, Notary Public, personally appeared Geetha Shankar, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged 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.

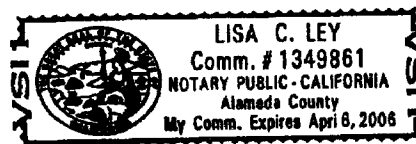
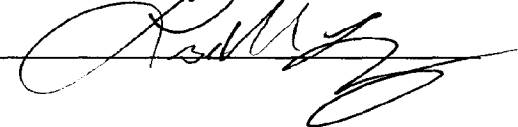
WITNESS my hand and official seal



State of CA )  
 ) SS.:  
County of San Mateo )

On 8/3, 2003, before me, Lisa Ley, Notary Public, personally appeared Juliet Spencer, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged 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



State of CA )  
 ) SS.:  
County of San Mateo )

On 8/27, 2003, before me, Lisa Ley, Notary Public, personally appeared Charles Gluckowski, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged 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

