

Docket No.: 01-17

10-09-2003



IEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To: The Honorable Commissioner of Patents and Trademarks

102571267

the attached original documents or copy(ies).

## Submission Type

- ☒ New  
☐ Resubmission (Non-Recordation)  
Document ID# \_\_\_\_\_  
☐ Correction of PTO Error  
Reel # \_\_\_\_\_ Frame# \_\_\_\_\_  
☐ Corrective Document  
Reel# \_\_\_\_\_ Frame# \_\_\_\_\_

10.6.03

## Conveyance Type

- ☒ Assignment  
☐ License  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other: \_\_\_\_\_

## Conveying Party(ies):

Name (1) Paul O. Sheppard  
Name (2) Brian A. Fox  
Name (3) Kevin M. Klucher  
Name (4) David W. Taft  
Name (5) Wayne R. Kindsvogel

☐ Mark if additional names of conveying parties attached

Execution Date: September 24, 2003  
Execution Date: September 25, 2003  
Execution Date: September 29, 2003  
Execution Date: September 30, 2003  
Execution Date: September 25, 2003

## Receiving Party(ies):

Name: ZymoGenetics, Inc.  
Address: 1201 Eastlake Avenue East  
Seattle, WA 98102

☐ Mark if additional names of receiving parties attached

## Correspondent Name and Address

Name: Deborah A. Sawislak  
ZymoGenetics, Inc.  
Address: 1201 Eastlake Avenue East  
Seattle, WA 98102  
(206) 442-6672

## Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 5

## Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

10/127,816

## Patent Number(s)

## Number of Properties

Number of Applications and Patents Involved: 1

## Fee Amount

Fee Amount for Properties List (37 C.F.R. 3.41): \$40.00

Method of Payment: Enclosed ☐ Deposit Account ☒ Deposit Account Number: 26-0290Authorization to charge additional fees: Yes ☒ No ☐

10/06/2003 ECOMPER 00000033 260290 10127816

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DO NOT USE THIS SPACE

## 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. Charges to deposit account are authorized, as indicated herein.

Deborah A. Sawislak

Registration No. 37,438

Oct. 9, 2003

Date

OPI/FINANCE  
2003 OCT -6 AM 1:47

**ASSIGNMENT OF APPLICATION FOR PATENT**

WHEREAS:

Paul O. Sheppard, a citizen of the United States, residing at 13532 278<sup>th</sup> Drive NE, Granite Falls, WA 98252;

Brian A. Fox, a citizen of the United States, residing at 3925 Woodlawn Ave N., Seattle, WA 98103;

Kevin M. Klucher, a citizen of the United States, residing at 5308 135<sup>th</sup> Place SE, Bellevue, WA 98006;

David W. Taft, a citizen of the United States, residing at 9805 NE 116<sup>th</sup> Street, Kirkland, WA 98034; and

Wayne R. Kindsvogel, a citizen of the United States, residing at 6014 24th Ave NE, Seattle, WA 98115

(hereinafter ASSIGNORS), have made a discovery or invention entitled:

**CYTOKINE PROTEIN FAMILY**

for which application of Letters Patent of the United States has been filed on April 19, 2002 and granted serial number 10/127,816; and

WHEREAS:

ZymoGenetics, Inc., a corporation of the State of Washington having a place of business at 1201 Eastlake Avenue East, Seattle, Washington (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles

and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent

protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: 9/24/03

Paul O. Sheppard  
Paul O. Sheppard

State of Washington )  
County of King ) ss.  
)

I certify that I know or have satisfactory evidence that Paul O. Sheppard signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated September 24, 2003

Signature of Notary Public Kim M. Goplen

My Appointment expires 7-7-07

Date: 9/25/03

Brian A. Fox  
Brian A. Fox

State of Washington )  
County of King ) ss.  
)

I certify that I know or have satisfactory evidence that Brian A. Fox signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated 9-25-03

Signature of Notary Public Kim M. Goplen

My Appointment expires 7-7-07

Date: 9-29-03

Kevin M. Klucher  
Kevin M. Klucher

State of Washington )  
County of King ) ss.  
)

I certify that I know or have satisfactory evidence that Kevin M. Klucher signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated 9-29-03

Signature of Notary Public Kim M. Goplen

My Appointment expires 7-7-07

Date: 9/30/03

David W. Taft  
David W. Taft

State of Washington )  
County of King ) ss.  
)

I certify that I know or have satisfactory evidence that David W. Taft signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



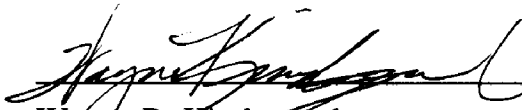
Dated 9-30-03

Signature of Notary Public Kim M. Goplen

My Appointment expires 7-7-07

Date:

9/25/03

  
Wayne R. Kindsvogel

State of Washington

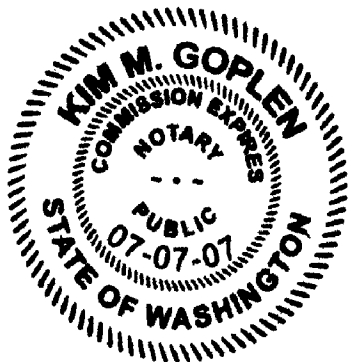
)

) ss.

County of King

)

I certify that I know or have satisfactory evidence that Wayne R. Kindsvogel signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated 9-25-03

Signature of  
Notary Public Kim M. Goplen

My Appointment expires 7-7-07