

02-04-2004



102662389

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

1. Name of conveying party(ies): 2.2.04Daniel V. SANTI, Brian METCALF, Christopher
CARRERAS, Yaoquan LIU, Robert MCDANIEL,
and Eduardo J. RODRIGUEZAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Jan. 16, 2004; Jan. 23, 2004; Jan 20,
2004; Jan. 23, 2004, Jan 26, 2004, andExecution Date: Jan. 26, 2004, respectively

2. Name and address of receiving party(ies)

Name: KOSAN BIOSCIENCES, INC.

Internal Address: _____

INTELLECTUAL PROPERTY DEPT.Street Address: 3832 BAY CENTER PLACECity: HAYWARD State: CA Zip: 94545Additional 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) 10/648,946

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: KOSAN BIOSCIENCES, INC.

Internal Address: _____

INTELLECTUAL PROPERTY DEPT.ATTN.: YUAN CHAOStreet Address: 3832 BAY CENTER PLACECity: HAYWARD State: CA Zip: 945456. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 80.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2544

(Attach duplicate copy of this page if paying by deposit account)

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OPR/FINANC

DO NOT USE THIS SPACE

9. 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.*YUAN CHAO, REG. 32,118

Name of Person Signing

Signature

JANUARY 29, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:

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

02/03/2004 EDOOPER 00000040 502544 10/648,946

01 FEB 2004

40.00 DA

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Daniel V. SANTI, Brian METCALF, Christopher CARRERAS, Yaoquin LIU, Robert MCDANIEL, and Eduardo J. RODRIGUEZ (hereinafter referred to as the assignors), residing at 211 Belgrave Ave., San Francisco, CA 94117; 297 Lakefield Place, Moraga, CA 94556; 910 Chevy Street, San Carlos, CA 94002; 4415 James Avenue, Castro Valley, CA 94546; 698 Matadero, Palo Alto, CA 94306; and 2680 Fayette Dr. #611, Mountain View, CA 94040, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **MOTILIDE COMPOUNDS**, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/648,946 and filed on August 26, 2003; and



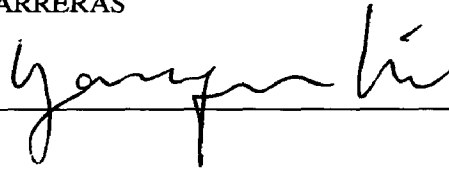


WHEREAS, Kosan Biosciences, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 3832 Bay Center Place, Hayward, CA 94545 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and 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 consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said 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 Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use 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, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of 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 assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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

<u>1-16-04</u> Date	<u></u> Daniel V. SANTI
<u>1-20-04</u> Date	<u>Brian METCALF</u> <u></u> Christopher CARRERAS
<u>1-23-04</u> Date	<u></u> Yaoqun ^a LIU
<u>1-26-04</u> Date	<u></u> Robert MCDANIEL
<u>1-26-04</u> Date	<u></u> Eduardo J. RODRIGUEZ

ASSIGNMENT JOINT

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WHEREAS, said assignors have invented certain new and useful improvements in **MOTILIDE COMPOUNDS**, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/648,946 and filed on August 26, 2003; and

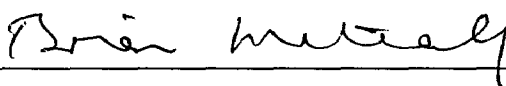
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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said 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 Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use 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.

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AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of 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 assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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

_____ Date 1.22.04	_____ Daniel V. SANTI 
_____ Date	_____ Brian METCALF
_____ Date	_____ Christopher CARRERAS
_____ Date	_____ Yaoquin LIU
_____ Date	_____ Robert MCDANIEL
_____ Date	_____ Eduardo J. RODRIGUEZ