

02-10-2004



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

## 1. Name of conveying party(ies):

AMGEN INC.,  
A Delaware corporation  
One Amgen Center Drive  
Thousand Oaks, CA 91320Additional name(s) of conveying party(ies)  
attached?☐

Yes

☒

No

## 3. Nature of Conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other Assignment Transfer of certain rights

Execution Date: May 10, 2002

## 2. Name and address of receiving party(ies)

Name: INTERMUNE, INC.

A Delaware corporation

Street Address:

3280 Bayshore Boulevard

City: Brisbane

State: CA

Zip: 94005-1021

Additional name(s) &  
address(es) attached:☐

Yes

☒

No

## 4. Application number(s) or patent number(s):

A. Patent Application No.(s): 06/483,451 filed April 15, 1983,  
08/462,022 filed June 5, 1995

B. Patent No.(s):

Additional numbers attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: Michael F. Borun  
MARSHALL, GERSTEIN & BORUN LLP

Client/Matters.: 01017/32678 &amp; 01017/6593

Street Address:

6300 Sears Tower  
233 S. Wacker Drive

City:

Chicago

State:

IL

Zip:

60606-6357

6. Total number of applications and  
patents involved:

## 7. Total fee (37 CFR 3.41)

\$ 80.00

☒

Enclosed

☐

Authorized to be charged to deposit account

☐

Authorized to be charged to credit card

(Form 2038 enclosed)

## 8. Deposit account number:

13-2855

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

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.*

Michael F. Borun - 25,447

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 5

02/09/2004 REGISTRATION 00000031 06483451

01 FC:8021

80.00 DP

718918

PATENT  
REEL: 014954 FRAME: 0432

## ASSIGNMENT

This assignment (the "Assignment") is made effective as of the signature date of Assignor below (the "Effective Date"). This Assignment is made to effect the transfer of certain rights to InterMune, Inc., a corporation of the State of Delaware, having its principal place of business at 3280 Bayshore Boulevard, Brisbane, California ("Assignee") by and from Amgen Inc., a corporation of the State of Delaware, having its principal place of business at One Amgen Center Drive, Thousand Oaks, California ("Assignor"). "Party" refers to Assignor or Assignee, and "Parties" refer to Assignor and Assignee collectively.

**WHEREAS** Assignor and Assignee are parties to that certain agreement of April 29, 2002 relating to the disposition of certain patent rights of Assignor concerning interferon gamma (the "Interferon Gamma Agreement");

**WHEREAS** Assignor is the assignee of the Patent Rights set forth in Exhibit A hereto (hereafter, collectively, the "Amgen Interferon Gamma Patent Rights," which contains the "Amgen Interferon Gamma U.S. Patent Rights," the "Amgen Interferon Gamma Canadian Patent Rights," the "Amgen Interferon Gamma European Patent Rights," and the "Amgen Interferon Gamma Rest of World Patent Rights"); Genentech, Inc. is the assignee of U.S. Patent Nos. 4,727,138, 4,762,791, 4,855,238, 4,929,793, 4,929,554, and 5,690,925 and Canadian Patent Application Nos. 413,671 and 470,076 (hereafter, collectively, the "Genentech Interferon Gamma Patent Rights"), and Assignee is the licensee of certain rights to the Genentech Interferon Gamma Patent Rights;

**WHEREAS** Assignor is the owner and assignee of record of Canadian Patent Application No. 462,319;

**WHEREAS** Assignor is the owner and patentee of European Patent Nos. EP-B-0108128 and EP-B-0423845;

**WHEREAS** Assignor is the owner and patentee of Israeli Patent No. 87,579;

**WHEREAS** Assignor is the owner and patentee of Japanese Patent Nos. 3,073,440 and 3,107,799;

**WHEREAS** the Assignor has acquired full right, title and interest in the above-stated applications and patents by virtue of an assignment of all rights by the inventors to Amgen, a California corporation, recorded in the United States Patent and Trademark Office on January 27, 1984 at Reel 4213, Frame 952, and the subsequent merger of Amgen with and into Assignor; and

**NOW, THEREFORE**, in order to fulfill and perform certain obligations of the Parties under the terms and conditions of the Interferon Gamma Agreement, Assignee wishes to obtain from Assignor and Assignor wishes to sell, assign, and transfer to Assignee all rights in the above-stated patents and patent applications as follows.

## 1.0 Definitions.

- 1.1 **"Amgen Interferon Gamma Canadian Patent Rights"** means the patent applications and patents set forth in Exhibit A II hereto, and any other Patent Rights claiming priority thereto.
- 1.2 **"Amgen Interferon Gamma European Patent Rights"** means the patent applications and patents set forth in Exhibit A III hereto, and any other Patent Rights claiming priority thereto, with the sole exception of Italian Patent No. 1,221,076.
- 1.3 **"Amgen Interferon Gamma Patent Rights"** means the patent applications and patents set forth in Exhibit A I-IV hereto, and any other Patent Rights claiming priority thereto, with the sole exception of Italian Patent No. 1,221,076.
- 1.4 **"Amgen Interferon Gamma Rest Of World Patent Rights"** means the patent applications and patents set forth in Exhibit A IV hereto, and any other Patent Rights claiming priority thereto.
- 1.5 **"Amgen Interferon Gamma U.S. Patent Rights"** means the patent applications and patents set forth in Exhibit A I hereto, and any other Patent Rights claiming priority thereto, with the sole exception of Italian Patent No. 1,221,076.
- 1.6 **"Genentech Interferon Gamma Patent Rights"** means U.S. Patent Nos. 4,727,138, 4,762,791, 4,855,238, 4,929,793, 4,929,554, and 5,690,925 and Canadian Patent Application Nos. 413,671 and 470,076, and any other Patent Rights claiming priority thereto.
- 1.7 **"Interferon Gamma Claim"** is defined as any claim to (I) any composition of matter comprising (i) Interferon Gamma Polypeptide(s), (ii) any polynucleotide comprising a nucleic acid sequence encoding Interferon Gamma Polypeptide(s), (iii) any vector comprising the polynucleotide of (ii), or (iv) any host cell comprising the polynucleotide of (ii); or (II) any method of making or using a composition of matter comprising any of (i) - (iv).
- 1.8 **"Interferon Gamma Polypeptide(s)"** means (I) any peptide, polypeptide or protein that comprises the amino acid sequence of amino acid residue numbers 1 through 143 depicted in Figure 1 of U.S. Patent No. 4,855,238, (II) any compound that (i) comprises a naturally or non-naturally occurring variant of such amino acid sequence and (ii) is disclosed or claimed in the Amgen Interferon Gamma Patent Rights or the Genentech Interferon Gamma Patent Rights, and (III) any group made up of (i) one or more

compounds of (I) and/or (ii) one or more compounds comprising one or more naturally or non-naturally occurring variants of such amino acid sequence, provided that such group is disclosed or claimed in the Amgen Interferon Gamma Patent Rights or Genentech Interferon Gamma Patent Rights.

- 1.9 "Patent Rights" shall mean patent applications, patents issued thereon and any extensions or restorations by existing or future extension or restoration mechanisms, including without limitation Supplementary Protection Certificates or the equivalent thereof, renewals, continuations, continuations-in-part, divisions, patents-of-addition, and/or reissues of any patent, in each case containing one or more Interferon Gamma Claim(s).

2.0 Transfer of Rights.

In consideration of Assignee's promises, covenants, and obligations to furnish consideration to Assignor as provided in the Interferon Gamma Agreement, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest of Assignor in and to the Amgen Interferon Gamma Patent Rights; the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, legal representatives, and assigns, to the full end of the term or terms for which patents exist or may be granted in the Amgen Interferon Gamma Patent Rights, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

IN WITNESS WHEREOF, the Assignor has executed this Agreement in duplicate originals by its duly authorized representative as of the Effective Date.

Assignor:

AMGEN INC

By: 

(Authorized Representative)

Print Name: Thomas D. Zindrick

Title: Vice President, Law

Date: May 10, 2002

**EXHIBIT A****Amgen Interferon Gamma Patent Rights****I. Amgen Interferon Gamma U.S. Patent Rights**

<b>COUNTRY</b>	<b>APPLICATION / PATENT NO.</b>	<b>STATUS</b>
United States	Application No.: 08/462,022	Pending
United States	Application No.: 06/483,451	Pending

**II. Amgen Interferon Gamma Canadian Patent Rights**

<b>COUNTRY</b>	<b>APPLICATION / PATENT NO.</b>	<b>STATUS</b>
Canada	Application No.: 462,319	Pending

**III. Amgen Interferon Gamma European Patent Rights**

<b>COUNTRY</b>	<b>APPLICATION / PATENT NO.</b>	<b>STATUS</b>
Europe	Patent No.: EP-B-0108128	Granted: 12/18/91 Revoked: 12/12/01
Europe	Patent No.: EP-B-0423845	Granted: 12/14/94

**IV. Amgen Interferon Gamma Rest of World Patent Rights**

<b>COUNTRY</b>	<b>APPLICATION / PATENT NO.</b>	<b>STATUS</b>
Israel	Patent No.: 87,579	Granted: 4/26/94
Japan	Patent No.: 3,073,440	Granted: 6/2/00
Japan	Patent No.: 3,107,799	Granted: 9/8/00