

3/19/04

03-23-2004

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PATENTS

Substitute Form PTO-1595

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

1. Name of conveying party(ies):

**Bassil I. Dahiyat
Peizhi Luo**

2. Name and address of receiving party(ies)

Name: **Xencor**Address: **111 West Lemon Avenue
Monrovia, CA 91016**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: **December 3, 2003 & December 15, 2003**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)

10/632,695

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Renee M. Kossiak**Address: **DORSEY & WHITNEY LLP
Four Embarcadero Center
Suite 3400
San Francisco, CA 94111-4187**6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41).....\$ **40.00**☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: **50-2319**Our Order No.: **463077-00241****(Docket No. A-67614-3/RFT/RMS/RMK)****Please debit any underpayment or credit any overpayment to the above deposit account.**

(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 copy is a true copy of the original document.***Renee M. Kossiak
Reg. No. 47,717**

Name of Person Signing

Signature

March 16, 2004

Date

Total number of pages including cover sheet, attachments, and documents: **4**Mail documents to be recorded with required cover sheet information to:
Director of the U.S. Patent & Trademark Office, Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria, VA 22313-1450

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**PATENT
REEL: 015109 FRAME: 0196**

ASSIGNMENT

WHEREAS, the undersigned, **Bassil I. Dahiyat**, 3829 Luna Court, Altadena, California 91001 and **Peizhi Luo**, 1671 Canary Drive, Sunnyvale, California 94043 (hereinafter termed "Inventors"), have invented certain new and useful improvements in *Nucleic Acids and Protein Variants of hG-CSF with Granulopoietic Activity*, Serial No. 10/632,695, filed **August 1, 2003**, and have executed an application for a United States patent disclosing and identifying the invention attached herewith; and

WHEREAS, **Xencor** (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 111 West Lemon Avenue, Monrovia, California 91016 is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

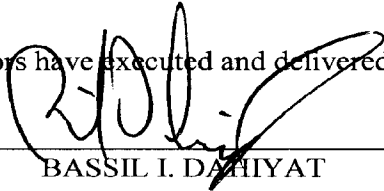
2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation

proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

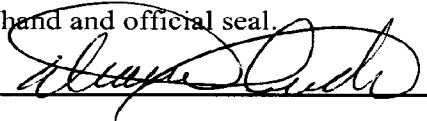
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee.

By 
BASSIL I. DAHIYAT

County of Los Angeles ,)
) ss.
State of California .)

On this 3rd day of December, in the year 2003, before me, Diane M. Tsuda, Notary Public of the State of California, personally appeared Bassil I. Dahiyat, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)



By _____
PEIZHI LUO

County of _____ ,)
) ss.
State of _____ .)

On this ____ day of _____, in the year 2003, before me, _____, Notary Public of the State of _____, personally appeared Peizhi Luo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

