

6/25/04

Express Mail No. ER 893 270 716 US

OFFICE OF PUBLIC RECORDS

## RECORDATION FORM COVER SHEET

Attorney Docket Number

2004 JUN 25 AM 9:15

PATENTS ONLY

9301-175-999

06-30-2004

(CAM: 301891-999167)

## FINANCE SECTION

N  
Director

102780821

Please record the attached original documents or copy thereof.

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

Hongyue Dai, Yudong He, Peter S. Linsley, Mao Mao, Christopher John Roberts

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: Rosetta Inpharmatics LLC

Address: 401 Terry Avenue North  
Seattle, Washington 98109

## 3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: June 16, 2004; June 16, 2004; June 17, 2004; June 16, 2004; and June 16, 2004, respectively

Country (if other than USA):

## 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) 10/172,118

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

JONES DAY  
222 East 41st Street  
New York, New York 10017

## 6. Number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41):.....\$ 40.00

Please charge to the deposit account listed in Section 8.

## 8. Deposit account number:

50-3013

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.*

Adriane M. Antler

32,605

Name of Person Signing

Reg. No.

Signature

June 25, 2004

Date

Total number of pages including cover sheet:

4

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

06/29/2004 8TUN11 00000076 503013 10172118

01 FC:0021

40.00 BA

CAJD: 503329.1

PATENT  
REEL: 015502 FRAME: 0651

## ASSIGNMENT

WHEREAS, WE, HONGYUE DAI, citizen of the People's Republic of China, residing at 16814 118th Avenue, N.E., Bothell, Washington 98011; YUDONG HE, citizen of the United States, residing at 11410 N.E. 124th Street #148, Kirkland, Washington 98034; PETER S. LINSLEY, citizen of the United States, residing at 2528 11th Avenue W., Seattle, Washington 98119; MAO MAO, citizen of the People's Republic of China, residing at 17630 NE 129th Place, Redmond, Washington 98052; CHRISTOPHER JOHN ROBERTS, citizen of the United States, residing at 7019 Brooklyn Avenue N.E., Seattle, Washington 98115, ASSIGNORS, are co-inventors with Laura J. Van't Veer, Marc J. Van de Vijver, Rene Bernards, and A.A.M. Hart of the invention in **DIAGNOSIS AND PROGNOSIS OF BREAST CANCER PATIENTS** for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 9301-175-999

☒ which was filed on June 14, 2002 as Application No. 10/172,118

and WHEREAS, **ROSETTA INPHARMATICS LLC**, a limited liability company organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 401 Terry Avenue North, Seattle, Washington 98109, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said 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 application and all 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 June 16, 2004 Hongyue Dai L.S.  
HONGYUE DAI

Date June 16, 2004 Yudong He L.S.  
YUDONG HE

Date June 17, 2004 Peter S. Linsley L.S.  
PETER S. LINSLEY

Date June 16, 2004 Mao Mao L.S.  
MAO MAO

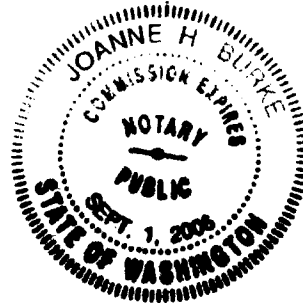
Date June 16, 2004 Christopher John Roberts L.S.  
CHRISTOPHER JOHN ROBERTS

State of WASHINGTON  
County of King ) SS.:

On June 16, 2004, before me, Joanne H Burke, Notary Public, personally appeared HONGYUE DAI, 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

Joanne H Burke 06/16/04  
Notary Seal Expires September 01, 2006

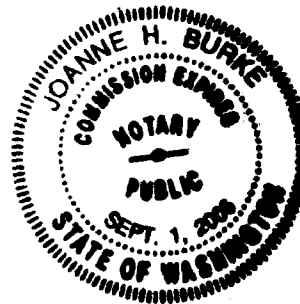


State of WASHINGTON  
County of King ) SS.:

On June 16, 2004, before me, Joanne H. Burke, Notary Public, personally appeared YUDONG HE, 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

Joanne H Burke 06/16/04  
Notary Seal Expires September 01, 2006



State of WASHINGTON  
County of King ) SS.:

On June 17, 2004, before me, Joanne H Burke, Notary Public, personally appeared PETER S. LINSLEY, 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

Joanne H Burke  
Notary Seal Expires September 01, 2006

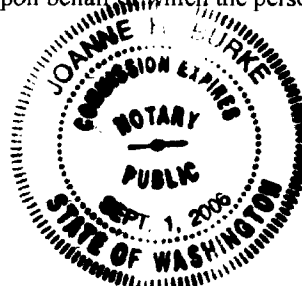


State of WASHINGTON  
County of King ) SS.:

On June 16, 2004, before me, Joanne H Burke, Notary Public, personally appeared MAO MAO, 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

Joanne H Burke 06/16/04  
Notary Seal Expires September 01, 2006



State of WASHINGTON, ss.:  
County of King

On June 16, 2004, before me, Joanne H Burke, Notary Public, personally appeared CHRISTOPHER JOHN ROBERTS, 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

Joanne H Burke 06/16/04  
Notary Seal Expires September 01, 2006

