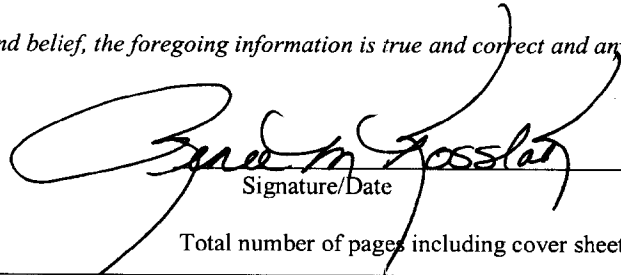


08-06-2004



To the Honorable Commissioner of Patents and Trademarks.		102808458		cof.	
1. Name of conveying party(ies):  John Rudolph Desjarlais, Jonathan Zalevsky  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: <u>Xencor</u> Internal Address: _____		
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Dates: <u>7-16-04, 7-16-04</u>			Street Address: <u>111 West Lemon Avenue</u>  City: <u>Monrovia</u> State: <u>CA</u> Zip: <u>91016</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)  10/820,466			B. Patent No.(s)		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>RENEE M. KOSSLAK</u> Internal Address: <u>DORSEY &amp; WHITNEY LLP</u>  Street Address: <u>SUITE 3400</u> <u>FOUR EMBARCADERO CENTER</u> City: <u>SAN FRANCISCO</u> State: <u>CA</u> Zip: <u>94111-4187</u>			6. Total number of applications and patents involved: <u>One</u>  7. Total fee (37 CFR 3.41):.....\$ 40.00  <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: <b>50-2319</b> Please debit any underpayment or credit any overpayment to the above deposit account.  Our Docket No. <u>34100/US/2/RMS/RMK (463077-272)</u>					
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9. Statement and signature. <i>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.</i>  RENEE M. KOSSLAK Reg. No. 47,717 Name of Person Signing <u></u> Signature/Date <u>7/29/04</u>  Total number of pages including cover sheet, attachments and document: [ 7 ]					
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## ASSIGNMENT

WHEREAS, the undersigned

 **John Rudolph Desjarlais**, resident of Pasadena, state of California;  
~~**Jonathan R. Zalevsky**~~, resident of Riverside, state of California,  
**Jonathan Zalevsky**  
(hereinafter termed "Inventor(s)"), has invented certain new and useful improvements in

### METHODS FOR RATIONAL PEGYLATION OF PROTEINS

for which an application for a United States Patent was filed on **March 31, 2004** having Application Number **10/820,466** and

WHEREAS,

**Xencor**, a corporation of the State of California having a place of business at 111 West Lemon Avenue, Monrovia, California (hereinafter termed "Assignee"), 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 jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's 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 jointly and severally 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 and covenants 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 respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally 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 as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor :

  
John Rudolph Desjarlais

Date :

July 16, 2004

County of Los Angeles )  
State of California ) ss.

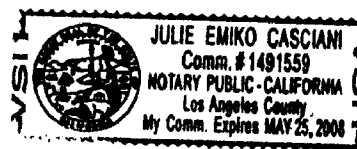
On this 16th day of July in the year 2004, before me John Julie Emiko Casciani Notary Public of the State of California personally appeared John Rudolph Desjarlais personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her 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)



Signature of Inventor :

Jonathan Zalevsky  
93 ~~Jonathan R. Zalevsky~~  
Jonathan Zalevsky  
Date : July 16<sup>th</sup>, 2004

County of Los Angeles )  
State of California ) ss.

On this 16<sup>th</sup> day of July in the year 2004, before me  
Julie Emiko Casciani Notary Public of the State of California personally  
appeared Jonathan Zalevsky 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 that he/she executed the same in his/her authorized  
capacity(ies), and that by his/her 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

Julie Emiko Casciani

(Seal)

