

Docket No.: 03-09

RI

01-10-2005



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To: The Honorable Commissioner of Pat

102916828

attached original documents or copy(ies).

Submission Type

- New
 - Resubmission (Non-Recorrelation)
 - Correction of PTO Error
 - Corrective Document
- Document ID# _____
 Reel # _____ Frame# _____
 Reel# _____ Frame# _____

MRD
1-6-05

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other: _____

Conveying Party(ies):

Name (1) Pallavur V. Sivakumar
 Name (2) Andrew J. Nelson
 Name (3)
 Name (4)

- Mark if additional names of conveying parties attached
- Execution Date: October 8, 2004
- Execution Date: October 27, 2004
- Execution Date:
- Execution Date:

Receiving Party(ies):

Name: ZymoGenetics, Inc.
 Address: 1201 Eastlake Avenue East
 Seattle, WA 98102

- Mark if additional names of receiving parties attached

Correspondent Name and Address

Name: Deborah A. Sawislak
 ZymoGenetics, Inc.
 Address: 1201 Eastlake Avenue East
 Seattle, WA 98102
 (206) 442-6672

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

- Mark if additional numbers attached

Patent Application Number(s)

10/951,239 _____

Patent Number(s)

Number of Properties

Number of Applications and Patents Involved: 1

Fee Amount

Fee Amount for Properties List (37 C.F.R. 3.41): \$40.00

Method of Payment: Enclosed Deposit Account Deposit Account Number: 26-0290

Authorization to charge additional fees: Yes No

DO NOT USE THIS SPACE

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. Charges to deposit account are authorized, as indicated herein.

Deborah A. Sawislak

Deborah A. Sawislak

Registration No. 37,438

January 3, 2005

Date

01/10/2005 BT011 0000023 260290 10951239

01 FC:0021 40.00 DA

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Pallavur V. Sivakumar, a citizen of India, residing at 2644 NW 63rd Street, Seattle, Washington 98107; and Andrew J. Nelson, a citizen of the United States, residing at 5580 Doussin, Saint Leonard, Quebec, Canada H1R 1B8

(hereinafter ASSIGNORS), have made a discovery or invention entitled:

METHODS OF TREATING AUTOIMMUNE DISEASES USING IL-21

for which application of Letters Patent of the United States has been filed on September 20, 2004 and granted serial number 10/951,239; and

WHEREAS:

ZymoGenetics, Inc., a corporation of the State of Washington having a place of business at 1201 Eastlake Avenue East, Seattle, Washington (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire

right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: 10/8/04

Pallavur V. Sivakumar
Pallavur V. Sivakumar

State of Washington)
County of King) ss.
)

I certify that I know or have satisfactory evidence that Pallavur V. Sivakumar, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated 10/8/04

Signature of Notary Public Adrian E. Garcia

My Appointment expires 6-18-08

Date: _____

Andrew J. Nelson

Province of _____)
Country of Canada) ss.
)

I certify that I know or have satisfactory evidence that Andrew J. Nelson signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Signature of Notary Public _____

My Appointment expires _____

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Pallavur V. Sivakumar, a citizen of India, residing at 2644 NW 63rd Street, Seattle, Washington 98107; and Andrew J. Nelson, a citizen of the United States, residing at 5580 Doussin, Saint Leonard, Quebec, Canada H1R 1B8

(hereinafter ASSIGNORS), have made a discovery or invention entitled:

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for which application of Letters Patent of the United States has been filed on September 20, 2004 and granted serial number 10/951,239; and

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SAID ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire

right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNORS hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: _____
Pallavur V. Sivakumar

State of Washington)
County of King) ss.
)

I certify that I know or have satisfactory evidence that Pallavur V. Sivakumar, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Signature of Notary Public _____

My Appointment expires _____

Date: Oct 27, 2004 Andrew Nelson
Andrew J. Nelson

Province of Quebec)
Country of Canada) ss.
)

I certify that I know or have satisfactory evidence that Andrew J. Nelson signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 27 Oct 2004

Signature of Notary Public Raymond Lanouette

My Appointment expires 30 aout 2005

RAYMOND LANOUILLE
Commissaire à l'assermentation
District judiciaire de Montréal
N° 121934
**Commissioner of Oath
Montreal
Legal District**