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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



RE

102927460

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Christopher Carreras and Yaoquan Liu

Execution Date(s) January 12, 2005

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

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

Name: KOSAN BIOSCIENCES, INC.

Internal Address:

Street Address: 3832 BAY CENTER PLACE

City: HAYWARD

State: CA

Country: USA Zip: 94545

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

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

This document is being filed together with a new application.

**A. Patent Application No.(s)**

Serial No. 10/926,170

(Attorney Docket No. 010091.01)

**B. Patent No.(s)**

N/A

Additional numbers attached?  Yes  No

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

Name: KOSAN BIOSCIENCES, INC.

Internal Address: INTELLECTUAL PROPERTY DEPT.

ATTN.: PATENT ADMINISTRATOR

Street Address: 3832 BAY CENTER PLACE

City: HAYWARD

State: CA Zip: 94545

Phone Number: 510-731-5291

Fax Number: 510-731-5143

Email Address: IMPEY@KOSAN.COM

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2455

Authorized User Name Yuan Chao

**9. Signature:**

*Yuan Chao*  
Signature

January 14, 2005

Date

Yuan Chao

Reg. 32,118

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

01/26/2005 ECDPER 00000301 502544 10926170

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PATENT  
REEL: 016170 FRAME: 0357

## ASSIGNMENT JOINT

**THIS ASSIGNMENT**, by Christopher Carreras and Yaoquan Liu (hereinafter referred to as the assignors), residing at Belmont, CA and Castro Valley, CA, respectively, witnesseth:

**WHEREAS**, said assignors have invented certain new and useful improvements in N-Desmethyl-N-Substituted-11-Deoxyerythromycin Compounds, set forth in an application for Letters Patent of the United States, the specification of which is attached hereto, or bearing Serial No. 10/926,170 and filed on August 24, 2004; and

**WHEREAS**, Kosan Biosciences, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 3832 Bay Center Place, Hayward, CA 94545 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

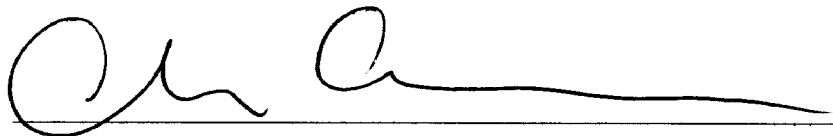
**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

**AND** for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

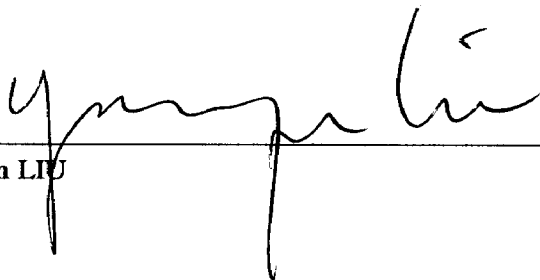
**AND** for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

1/12/05  
Date

  
Christopher CARRERAS

1/12/05  
Date

  
Yaoquan LIU