

08-19-2005

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new addresses below.

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

JOHN R. DESJARLAIS JULY 26, 2005
 PAUL MICHAEL STEED JULY 28, 2005
 JONATHAN ZALEVSKY JULY 26, 2005
 DAVID EDMUND SZYMKOWSKI JULY 26, 2005

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

3. Nature of conveyance:

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

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

Name: XENCOR, INC.

Internal Address: _____

Street Address: 111 West Lemon AvenueCity: MonroviaState: CaliforniaCountry: United States Zip: 91016Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No(s). 11/108,001

☐ This document is being filed together with a new application.

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robin M. Silva Reg. No. 38,304Internal Address: DORSEY & WHITNEY LLPIntellectual Property DepartmentStreet Address: 555 California StreetSuite 1000City: San FranciscoState: California Zip: 94104Phone No.: (415) 781-1989Fax No. (415) 398-3249

Email Address: _____

6. Total number of applications and patents involved:

One7. Total Fee (37 CFR 1.21(h) and 3.41): \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to credit card.
☐ Authorized to be charged to deposit account.
☐ None required (government interest not affecting title)
☒ Please debit any underpayment or credit any overpayment to the deposit account (Deposit Account Number 50-2319).

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date: _____

b. Deposit Account Number: _____

Authorized User Name: _____

9. Signature:

Timothy A. Worrall, Reg. No. 54,552 forRobin M. Silva, Reg. No. 38,304

Name of Person Signing

Signature

August 15, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 6

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, VA 22313-1450

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08/18/2005 01 FC:8021

ASSIGNMENT

WHEREAS, the undersigned

John R. Desjarlais, resident of Pasadena, state of California;
Paul Michael Steed, resident of Chapel Hill, state of North Carolina;
Jonathan Zalevsky, resident of Riverside, state of California;
David Edmund Szymkowski, resident of Monrovia, state of California;

(hereinafter termed "Inventor(s)"), has invented certain new and useful improvements in

Protein Based TNF-Alpha Variants for the Treatment of TNF-Alpha Related Disorders

for which an application for a United States Patent was filed on **April 14, 2005** having Application Number **11/108,001** and

WHEREAS,

Xencor, Inc., a corporation of the State of Delaware 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

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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 R. Desjarlais

Date :

7-26-05

County of Los Angeles) ss.

State of California)

On this 26th day of July in the year 2005,

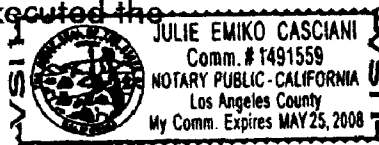
before me

Julie Emiko Casciani Notary Public of the State of California personally appeared John R. 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

Julie Emiko Casciani



(Seal)

Signature of Inventor :


Paul Michael Steed

Date :

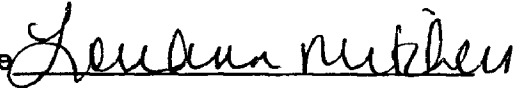
7/28/05

County of Durham)
State of North Carolina) ss.

On this 28th day of July in the year 2005,
before me LouAnn Mitchell
Notary Public of the State of North Carolina personally
appeared Paul Michael Steed 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)

MY COMMISSION EXPIRES ON
JULY 14, 2007

Signature of Inventor : Jonathan Zalevsky

Jonathan Zalevsky

Date : July 26, 2005

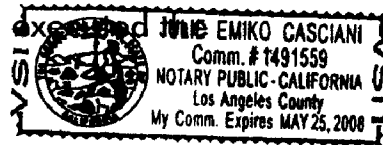
County of Los Angeles)
State of California) ss.

On this 26th day of July in the year 2005,
before me

Julie Emilio 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~~
instrument.

WITNESS my hand and official seal.

Signature Julie Emilio Casciani



(Seal)

Signature of Inventor :

David Edmund Szymkowski

Date :

7/26/05

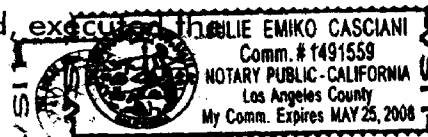
County of Los Angeles)
State of California) ss.

On this 26th day of July in the year 2005,
before me

Julie Emiko Casciani Notary Public of the State of California personally
appeared David Edmund Szymkowski 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)