

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the date Herman A. Deboer signed document previously recorded on Reel 017223 Frame 0014. Assignor(s) hereby confirms the date Assignor, Herman A. Deboer signed document is December 22, 1993.

CONVEYING PARTY DATA

Name	Execution Date
Herman A. Deboer	12/22/1993
Rein Strijker	12/22/1993
Herbert L. Heyneker	01/08/1994
Gerald Platenburg	12/23/1993
Sang He Lee	12/22/1993
Frank Pieper	12/23/1993
Paul J.A. Krimpenfort	11/16/1993

RECEIVING PARTY DATA

Name:	Genpharm International, Inc.
Street Address:	297 N. Bernardo Avenue
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5633076
Patent Number:	5741957
Patent Number:	6013857
Patent Number:	6140552
Patent Number:	6066725
Application Number:	09426591
Application Number:	10170221
Application Number:	10987587

PATENT

REEL: 017336 FRAME: 0267

500086563

CH \$320.00 5633076

CORRESPONDENCE DATA

Fax Number: (415)576-0300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415) 576-0200

Email: mmvinnola@townsend.com

Correspondent Name: Milan M. Vinnola

Address Line 1: Townsend and Townsend and Crew LLP

Address Line 2: Two Embarcadero Center, Eighth Floor

Address Line 4: San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:

016994-018700US

NAME OF SUBMITTER:

Milan M. Vinnola

Total Attachments: 24

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02/27/2006
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SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, HERMAN A. DEBOER of Sotaweg 24, 2371 GD, Roelofarendsveen, The Netherlands; REIN STRIJKER of Spaargarenstraat 2, 2341 JW, Oegstgeest, The Netherlands; HERBERT L. HEYNEKER of 501 Roehampton Road, Hillsborough, California 94010; GERARD PLATENBURG of Wijngaardenlaan 56, 2252 XR, Voorschoten, The Netherlands; SANG HE LEE of Fien de la Marstraat 26, 2331 HN, Leiden, The Netherlands; FRANK PIEPER of C. van Maasdijkstraat 13, 3555 VM, Utrecht, The Netherlands; and PAUL J.A. KRIMPENFORT of Crayenestersingel 5, 2101 AN, Heemstede, The Netherlands, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below identified application for United States Letters Patent:

Title of the Invention: PRODUCTION OF RECOMBINANT POLYPEPTIDES BY BOVINE SPECIES AND TRANSGENIC METHODS

Dates of execution of Declaration [for each inventor]:

HERMAN A. DEBOER: _____
REIN STRIJKER: _____
HERBERT L. HEYNEKER: _____
GERARD PLATENBURG: _____
SANG HE LEE: _____
FRANK PIEPER: _____
PAUL J.A. KRIMPENFORT: _____

Filing date: November 16, 1993 Serial No.: 08/154,019; and

WHEREAS, GENPHARM INTERNATIONAL, INC., a California corporation, located at 297 N. Bernardo Avenue, Mountain View, California 94043, hereinafter referred to as "Assignee," is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

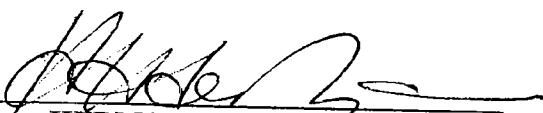
For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part,

substitution, conversion, reissue, prolongation or extension thereof.

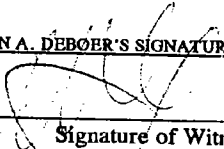
Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

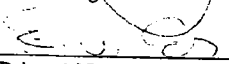
IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

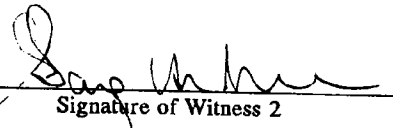
Date: 12-22-93


HERMAN A. DEBOER

HERMAN A. DEBOER'S SIGNATURE WITNESSED BY:

(1) 
Signature of Witness 1


Printed Name of Witness

(2) 
Signature of Witness 2


Printed Name of Witness

Date: _____

REIN STRIJKER

REIN STRIJKER'S SIGNATURE WITNESSED BY:

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Signature of Witness 1

Printed Name of Witness

(2) _____
Signature of Witness 2

Printed Name of Witness

Date: _____

HERBERT L. HEYNEKER

HERBERT L. HEYNEKER'S SIGNATURE WITNESSED BY:

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GERARD PLATENBURG

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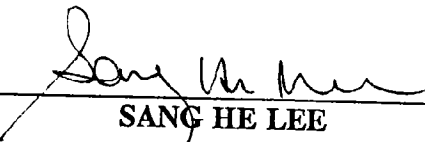
(1) _____
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Date: 12-22-93


SANG HE LEE

SANG HE LEE'S SIGNATURE WITNESSED BY:

(1) A. Bigger
Signature of Witness 1

Printed Name of Witness

(2) R. Stryker
Signature of Witness 2

R. Stryker
Printed Name of Witness

Date: _____

FRANK PIEPER

FRANK PIEPER'S SIGNATURE WITNESSED BY:

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PAUL J.A. KRIMPENFORT

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IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Date: _____

HERMAN A. DEBOER

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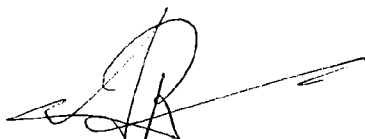
(1) _____
Signature of Witness 1

Printed Name of Witness

(2) _____
Signature of Witness 2

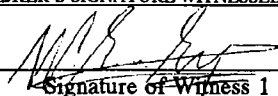
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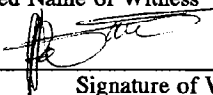


REIN STRIJKER

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Printed Name of Witness

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P. P. Harteveldt.
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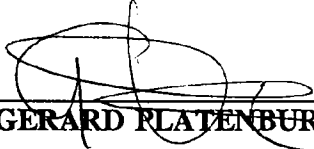
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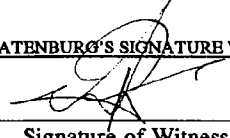
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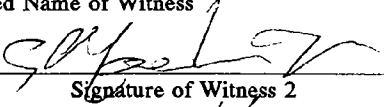


GERARD PLATENBURG

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(1) 
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Printed Name of Witness

(2) 
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Printed Name of Witness

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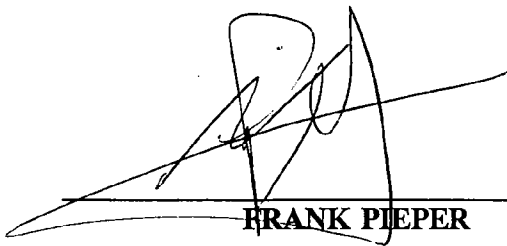
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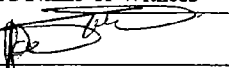
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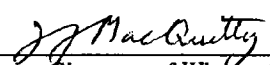
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Signature of Witness 2

Printed Name of Witness

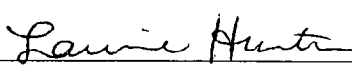
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HERBERT L. HEYNEKER

HERBERT L. HEYNEKER'S SIGNATURE WITNESSED BY:

(1) 
Signature of Witness 1

JONATHAN MACQUITT
Printed Name of Witness

(2) 
Signature of Witness 2

Laurie Hunter
Printed Name of Witness

Date: _____

GERARD PLATENBURG

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Printed Name of Witness

(2) _____
Signature of Witness 2

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(1) _____
Signature of Witness 1

Printed Name of Witness

(2) _____
Signature of Witness 2

Printed Name of Witness

EMPLOYEE'S AND COLLABORATOR'S PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

Genfarm B.V. is dedicated to the generation of productive genetically modified farm animals for applications in healthcare, nutrition and agriculture. In order to succeed, Genfarm needs to capitalize on the creative talents of employees and collaborators and to encourage free flow of information among its employees and collaborators.

For this reason, all employees and collaborators are requested to sign the usual type of Agreement under which;

1. Genfarm is assured of title to inventions which relate to Genfarm's business, and
2. Genfarm is protected against unauthorized disclosure of proprietary information.

The term "collaborator" refers to any person who, without being in Genfarm's employ, performs activities relevant to Genfarm's objectives.

Otto H. Postma,
Business Manager.

EMPLOYEE'S (COLLABORATOR'S) CONFIDENTIALITY AND INVENTIONS AGREEMENT

In connection with my employment for (collaboration with) Genfarm B.V. (Genfarm), this confirms that Genfarm and I agree as follows:

1. Confidentiality

I understand that as an employee (a collaborator) of Genfarm, I have a relationship of confidence and trust with Genfarm with respect to any confidential information (Information) I may acquire or develop in connection with, or as a result of, my employment (collaboration) or which Genfarm provides to me in connection with such employment (collaboration) including Information which Genfarm is obligated to others to keep in confidence. Such Information includes, without limitation, formulas, processes, techniques, business plans, clinical and financial data, and physical materials (including any chemical or biological materials or replications thereof). At all times, during the period I am an employee (a collaborator) and thereafter, I will keep all Information in confidence, and will not, without Genfarm's prior written consent, either disclose Information to others or use Information, except as is necessary in the ordinary course of my duties as an employee (a collaborator). However, I shall not be prevented by this Agreement from using or disclosing Information which is in the public domain through no fault of mine, or which was lawfully made known to me by sources independent of Genfarm or which was lawfully in my possession prior to its disclosure to me by Genfarm.

2. Return of Documents and Materials

I agree that all documents, records and physical materials furnished to me or acquired or developed by me in connection with my employment (collaboration), are the sole property of Genfarm. I shall promptly deliver all such documents, records and physical materials including samples or copies thereof in my possession to Genfarm at its request, and, whether or not Genfarm so requests, upon the termination of my employment (collaboration). Upon such termination, I will not take with me any documents, copies or samples related to any Information. If I furnish physical materials to Genfarm, Genfarm shall have no obligation of any kind (including any obligation to pay me compensation) by virtue of my furnishing these materials.

3. Inventions

I understand that as part of my employment by (collaboration with) Genfarm, I am expected to make innovations and inventions of value to Genfarm. I will promptly disclose to Genfarm all discoveries and inventions, whether or not patentable, which I conceive and/or reduce to practice alone or jointly with others during the course of, or in connection with, my employment (collaboration). I hereby assign to Genfarm any rights (including patent rights) I may have or acquire to such discoveries and inventions. I further agree to assist Genfarm (at its expense) in every proper way (including execution of patent applications and other documents) to obtain and enforce patents on any said inventions, and that this obligation will continue beyond the termination of my employment (collaboration). After such termination

Genfarm will compensate me at a reasonable rate for assistance I actually provide at Genfarm's request. I hereby irrevocably appoint Genfarm as my agents and attorneys in fact to execute and file all documents and perform all other lawful acts related to the foregoing.

4. Existing Inventions

As a matter of record, I attach hereto a complete list of all discoveries or inventions relevant to the subject matter of my employment by (collaboration with) Genfarm which have been conceived or reduced to practice by me alone or jointly with others prior to my employment (collaboration) and which I desire to remove from the operation of the Agreement. Otherwise, I represent that I have no such discoveries and inventions at the time of signing this Agreement.

5. Exclusivity

During the term of my employment by (collaboration with) Genfarm, I will not, without Genfarm's express written consent, engage in any employment or activity, other than for Genfarm, in any business in which Genfarm is, or may hereafter become, engaged. Should I, as an employee, resign from Genfarm, I will not, without Genfarm's express written consent, such consent not to be unreasonably withheld, for a period of one year following such resignation engage in any employment or activity in any business in which Genfarm is engaged at the time of such resignation or may thereafter become engaged.

6. Conflicts

I represent and warrant that the performance of my duties as an employee (collaborator) and of my obligations under this Agreement is not in conflict with any agreements by which I am now bound, and that I shall not, in the future, enter into agreements conflicting with these duties or obligations. I will not bring with me to, or use at, Genfarm materials or documents of any former employer unless I have obtained written permission from the former employer for such possession and use. Further, I represent that the only materials and/or documents that I bring to Genfarm or will use in my employment (collaboration) are those identified on the attached Exhibit A, and that I have obtained, prior to the effective date of my employment (collaboration), written authorization for their possession and use.

I specifically understand that I am not to breach any condition of confidentiality to any former employer.

7. Term and Assignability

This Agreement is effective as of the first day of my employment (collaboration), shall continue in full force and effect after the termination thereof, and is binding on me and upon my heirs, executors and assigns and will inure to the benefit of Genfarm and its successors or assigns.

8. Associated Companies

I understand that my employment by (collaboration with) Genfarm may occasion cooperation with personnel of GenPharm USA, Inc., having an address at So. San Francisco, California (GenPharm USA) and/or Genencor Inc., having an address at So. San Francisco, California (Genencor), and/or other companies with which Genfarm may become associated (Associated Companies) and/or disclosure to me by such personnel of Information proprietary to GenPharm USA, Genencor and/or Associated Companies. I agree to treat such Information in accordance with my obligations as set forth in paragraph 1 hereof. Further, any documents, etc. furnished to me by GenPharm USA, Genencor or Associated Companies or to GenPharm USA, Genencor or Associated Companies by me shall be subject to my obligations under paragraph 2 hereof.

GENFARM B.V.

By



Title

Research Director

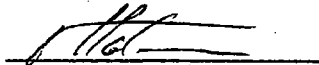
Signature

Name

P. Wimpfenfort

~~Employee/Collaborator~~
(delete if not applicable)

By



Title

Business Manager

Date

April 19, 1989

Date

19-4-89

EXHIBIT A

Genfarm B.V.
P.O. Box 9502
2300 RA Leiden, The Netherlands

To Whom It May Concern,

I propose to bring to my Genfarm employment (collaboration) the following tangible materials and previously unpublished documents, which materials and documents may be used in my Genfarm employment (collaboration):

_____ No materials/documents

_____ See below

_____ Additional sheets attached

The signature below confirms that my continued possession and use of these materials and documents is authorized.

Very truly yours,

GENFARM B.V.

Signature

Title

Signature

Title

Date

GENFARM B.V.

Einsteinweg 5
P.O. Box 9502
2300 RA Leiden, the Netherlands

Drs. P.J.A. Krimpenfort
Vondelstraat 11 G-IV
1054 GC AMSTERDAM

Telephone (071) 274219 or 274342

Telefax (071) 274537

Ref.: 150/88/GF

Date: 22-11-1988

Beste Paul,

Het doet ons plezier, je het volgende aanbod te kunnen doen.

Indiensttreding; aanstelling; taakomschrijving

Je zult per 1 januari 1989 in dienst treden bij Genfarm B.V. om als onderzoeker werkzaam te zijn op het gebied van de moleculair-biologische aspecten van het genereren van transgene (landbouwhuis)dieren met bepaalde eigenschappen. In eerste instantie zul je worden betrokken bij het genereren van transgene koeien die in hun melk bepaalde minimumniveaus menselijk lactoferrine resp. menselijk serumalbumine produceren.

In nader overleg met het Nederlands Kankerinstituut (NKI) en met jou zullen wij bezien of het mogelijk is om je gedurende de maanden januari, februari en maart 1989 bij het NKI te detacheren, teneinde verder te kunnen werken aan T-cel deficiënte transgene muizen.

Je taakomschrijving zal in overleg worden gepreciseerd en neergelegd in een (door zowel het bedrijf als jou te ondertekenen) werkafsprakenformulier. Aanstelling vindt plaats voor 40 uur per week en voor onbepaalde tijd.

Salaris; salarisverhoging; vakantiegeld

Het aanvangssalaris bedraagt f. 6.000,-- bruto per maand. Het vakantiegeld is 8,33% van het jaarsalaris, zijnde aanvankelijk f. 6.000,-- bruto, zodat de totale bruto jaarinkomsten aanvankelijk f. 78.000,-- bedragen.

Salarisverhoging kan plaatsvinden indien de jaarlijkse personeelsbeoordeling daartoe grond geeft. Afhankelijk van het functioneren van medewerkers zal het bedrijf op dit vlak een gedifferentieerd beleid volgen. In dit verband zal ook het behalen van contractueel vastgelegde benchmarks een rol spelen.

Bijzondere beloningen

Voor de medewerkers zal een aandelenoptieplan gelden, dat definitief vorm zal krijgen in het kader van de vorming van Genpharm International, waarbij Genfarm B.V. zal worden omgevormd tot de werkmaatschappij Genpharm Europe B.V.. Voorlopig heeft het plan de volgende kenmerken:

- looptijd (telkens) 4 jaar, met dien verstande dat de eerste 25% van de aandelen waarop een medewerker rechten kan doen gelden, na verloop van 1 jaar ter beschikking komen, en de resterende 75% pro rata per maand of per kwartaal;
- aanschafprijs beneden de actuele marktwaarde (maar, uiteraard, nooit beneden pari), nader te bepalen door de Board of Directors;
- verkoopregeling nader vast te stellen in het licht van de wetten van Delaware (waar Genpharm International statutair zal zijn gevestigd),

eventueel met aanvullingen van de Board of Directors.

In jouw geval bieden we je bij je indiensttreding een optie op 8.000 aandelen Genfarm B.V. aan, d.i. 0,4% van het maatschappelijk kapitaal (2.000.000 aandelen met een nominale waarde van elk f 0,10). De actuele marktwaarde van dat aandelenpakket is ongeveer f 6.000,-- Na afsluiting van de eerste financieringsronde voor Genpharm International (rond april 1989) zal die waarde, naar verwachting, stijgen tot ca. f 20.000,-- Vanzelfsprekend zullen je opties op aandelen t.z.t. in een equivalent aantal aandelen Genpharm International worden omgezet.

Het aantal van 8.000 aandelen kan, afhankelijk van je functioneren, worden verhoogd voordat het (eerste) optieplan is afgelopen. Ook hier zal het bereiken van benchmarks worden meegewogen.

Bijzondere vergoedingen

Iedere werknemer is vrij om zich waar dan ook in Nederland te vestigen; bijgevolg wordt geen vergoeding voor woon-werkverkeer verstrekt. Dienstreizen worden, na te zijn goedgekeurd door de directie, volledig door het bedrijf betaald. Een overwerkvergoeding is niet van toepassing.

Pensioenregeling

Voorlopig zal er geen bedrijfspensioenregeling zijn en zal dus ook geen pensioenpremie op het brutosalaris worden ingehouden.

Vrije dagen

Het aantal doorbetaalde vakantiedagen bedraagt 23 per jaar. Niet opgenomen vakantiedagen kunnen naar het volgende jaar worden overgeschreven, met dien verstande dat per jaar nooit meer dan anderhalf maal het reguliere aantal vakantiedagen mag worden opgenomen; omzetting in geld is niet mogelijk. Afgezien van de weekends en de nationale en christelijke feestdagen hebben werknemers ook recht op betaald verlof op 3 oktober (Leids ontzet) en bij bepaalde familie-aangelegenheden.

Ziekte

Bij arbeidsongeschiktheid in de zin van de Ziektewet zal het bedrijf de wettelijke uitkering (70%) gedurende maximaal 12 maanden aanvullen tot 100% van het bruto maandsalaris.

Bedrijfsreglement

Allerlei regels (o.a. veiligheid, geheimhouding, intellectuele eigendom, anticoncurrentie beding) zullen in een bedrijfsreglement worden neergelegd, dat op de arbeidsovereenkomst van toepassing zal zijn. Hierover zal nog met de werknemers worden overlegd.

./.

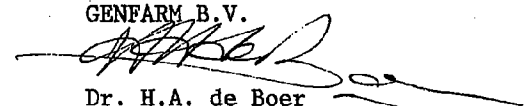
Wij hopen dat je ons aanbod aanvaardt. Wil je ten teken daarvan, de bijgevoegde kopie voor akkoord tekenen en retourneren? Daarna zullen wij je een arbeidsovereenkomst toezenden.

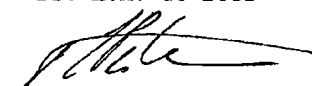
Voor accoord:


Dr. P.J.A. Krimpenfort

D.d. ... 12 - 88

Met vriendelijke groeten,
GENFARM B.V.


Dr. H.A. de Boer


Drs. O.H. Postma