

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Esteban Masuda	07/28/2006
Donald G. Payan	07/28/2006
Elliott B. Grossbard	07/28/2006
RECEIVING PARTY DATA	
Name:	Rigel Pharmaceuticals, Inc.
Street Address:	1180 Veterans Blvd.
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11407233
CORRESPONDENCE DATA	
Fax Number:	(650)813-4848
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-813-4800
Email:	carissa.hemphill@dechert.com
Correspondent Name:	Ann M. Caviani Pease
Address Line 1:	P.O. Box 10004
Address Line 4:	Palo Alto, CALIFORNIA 94303-0961
ATTORNEY DOCKET NUMBER:	375462-029US (367765)
NAME OF SUBMITTER:	Carissa Hemphill
<p>Total Attachments: 4</p> <p>source=RIGEL (029US) Executed Assignment#page1.tif</p> <p>source=RIGEL (029US) Executed Assignment#page2.tif</p>	

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ASSIGNMENT

WHEREAS, the undersigned, **Esteban Masuda**, resident of **232 Oakhurst Place, Menlo Park, State of California, 94025**; **Donald G. Payan**, resident of **24 Windsor Drive, Hillsborough, State of California, 94010**; and **Elliott B. Grossbard** resident of **443 Lake Street, San Francisco, State of California, 94118** (hereinafter termed "Inventor") has invented certain new and useful improvements which are disclosed in **METHODS OF TREATING CELL PROLIFERATIVE DISORDERS** and has executed an application for United States Letters Patent having U.S. Patent Application No. **11/407,233**, filing date of **April 18, 2006**; and

WHEREAS, **Rigel Pharmaceuticals, Inc.** (hereinafter termed "Assignee"), a corporation of the State of **Delaware**, having a place of business at **1180 Veterans Blvd., South San Francisco, CA, 94080** 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 by said Inventor (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 Inventor to have been received in full from said Assignee:

1. Said Inventor does 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 Inventor hereby covenants and agrees 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 Inventor 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 therefore 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 Inventor 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 Inventor, their respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee as follows.

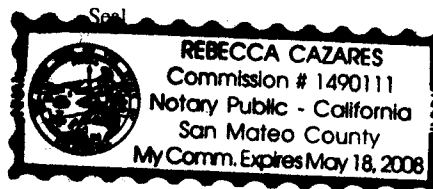
Date July 28, 2006

By ELM
Esteban Masuda

County of San Mateo,)
State of California) ss.

On this 28 day of July, in the year 2006, before me, Rebecca
Cazares, Notary Public, personally appeared Esteban Masuda, personally known to me (or proved to
me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to
me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, 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 Rebecca Cazares
(Notary Public)

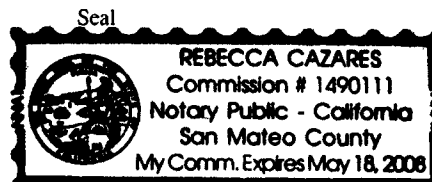
Date July 28, 2006

By Donald G. Payan
Donald G. Payan

County of San Mateo,)
State of California) ss.

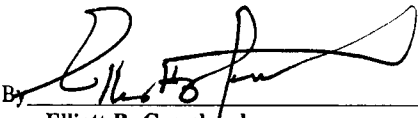
On this 28 day of July, in the year 2006, before me, Rebecca
Cazares, Notary Public, personally appeared Donald G. Payan, personally known to me (or proved to
me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to
me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, 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 Rebecca Cazares
(Notary Public)

Date 7/28/06

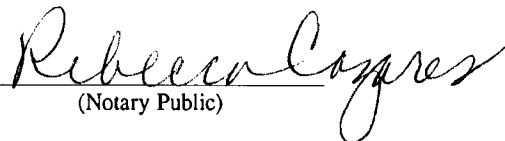
By 
Elliott B. Grossbard

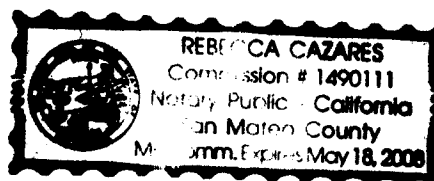
County of San Mateo)
State of California) ss.

On this 28 day of July, in the year 2006, before me, Rebecca
Cazares, Notary Public, personally appeared Elliott B. Grossbard, personally known to me (or
proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he/she executed the same in his/her authorized capacity, 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.

Seal

Signature 
(Notary Public)



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