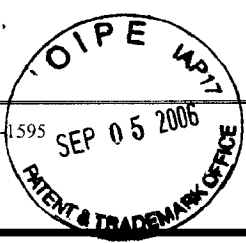


9-506

09-07-06

D
#



09-14-2006



103306845

FORM PTO-1595
1-31-92

T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Mark X. Sliwowski Stephen Michael Kelsey</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Genentech, Inc.</p> <p>Street Address: 1 DNA Way</p> <p>City/State/Zip: South San Francisco, CA 94080</p> <p>Additional name(s) & address(es) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>						
<p>3. Nature of conveyance:</p> <table border="0"><tr><td><input checked="" type="checkbox"/> Assignment</td><td><input type="checkbox"/> Merger</td></tr><tr><td><input type="checkbox"/> Security Agreement</td><td><input type="checkbox"/> Change of Name</td></tr><tr><td><input type="checkbox"/> Other</td><td></td></tr></table> <p>Execution Date: <u>08/15/2006 and 08/28/2006</u></p>		<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger						
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name						
<input type="checkbox"/> Other							

4. Application number(s) or patent number(s): 11/490,438

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 11/490,438	B. Patent No.(s):
--	-------------------

Additional numbers attached? ☐ Yes ☒ No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Ginger R. Dreger</p> <p>Internal Address: Heller Ehrman LLP 275 Middlefield Road Menlo Park, CA 94025-3506</p>	<p>6. Total number of applications and patents involved: [1]</p> <p>7. Total fee (37 CFR 3.41)\$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-1641</u> (Attorney Docket No.: 39766-0170A)</p>
---	--

DO NOT USE THIS SPACE

9. 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.

Ginger R. Dreger
Name of Person Signing

Signature

September 5, 2006
Date

Total number of pages including cover sheet, attachments, and document: [5]

09/13/2006 NJAMA1 00000040 081641 11490438
01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS, **Mark X. Sliwkowski** a citizen of the United States of America, residing at **42 OAK CREEK LANE, SAN CARLOS, CALIFORNIA 94070**; and **Stephen M. Kelsey**, a citizen of Great Britain, residing at **360 14th STREET, MONTARA, CALIFORNIA 94037**; (hereinafter "ASSIGNORS"), have invented a new and useful invention in

COMBINATION THERAPY OF HER EXPRESSING TUMORS

for which an application Serial No. **11/490,438**, for Letters Patent has been filed by them on **JULY 19, 2006**; and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes 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 GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) 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 ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.

The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

City: South San Francisco

Dated: 8/15/06


MARK X. SLIWKOWSKI

City: _____

Dated: _____

STEPHEN M. KELSEY

SV 2226117 v1
8/9/06 6:24 PM (39766.0170)

ASSIGNMENT

WHEREAS, **Mark X. Sliwkowski** a citizen of the United States of America, residing at **42 OAK CREEK LANE, SAN CARLOS, CALIFORNIA 94070**; and **Stephen M. Kelsey**, a citizen of Great Britain, residing at **360 14th STREET, MONTARA, CALIFORNIA 94037**; (hereinafter "ASSIGNORS"), have invented a new and useful invention in

COMBINATION THERAPY OF HER EXPRESSING TUMORS

for which an application Serial No. **11/490,438**, for Letters Patent has been filed by them on **JULY 19, 2006**; and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes 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 GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) 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 ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.

Page 1 of 2

Application Serial No.: **11/490,438**
Attorney Docket No.: **39766-0170A**

PATENT
REEL: 018289 FRAME: 0682

The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

City: _____

Dated: _____

MARK X. SLIWKOWSKI

City: South San Francisco.

Dated: 28th August 2006



STEPHEN M. KELSEY

SV 2226117 v1
8/10/06 3:02 PM (39766.0170)