

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Roche Palo Alto LLC	11/21/2007

RECEIVING PARTY DATA

Name:	Maxygen, Inc.
Street Address:	515 Galveston Drive
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	11132722
Application Number:	11531531
Application Number:	11531570
Application Number:	11531557
Application Number:	11532024
Application Number:	11532045
Application Number:	11744424
Application Number:	11838730
Application Number:	11839493
Application Number:	11569266

CORRESPONDENCE DATA

Fax Number: (650)298-5446

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

Phone: 650 298-5300

Email: joanne.petithory@maxygen.com

PATENT

500471695

REEL: 020556 FRAME: 0315

CH \$400.00 11132722

Correspondent Name: Joanne R. Petithory, Maxygen Inc.  
Address Line 1: 515 Galveston Drive  
Address Line 4: Redwood City, CALIFORNIA 94063

ATTORNEY DOCKET NUMBER:	0280US310
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NAME OF SUBMITTER:	Joanne R. Petithory
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Total Attachments: 4 source=0280-Assn_Roche_to_Maxy#page1.tif source=0280-Assn_Roche_to_Maxy#page2.tif source=0280-Assn_Roche_to_Maxy#page3.tif source=0280-Assn_Roche_to_Maxy#page4.tif
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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement"), is entered into as of November 21, 2007 (the "Effective Date") by and between Maxygen, Inc, a Delaware corporation ("Maxygen") and Roche Palo Alto LLC, a Delaware corporation, and F. Hoffmann-La Roche AG, a Swiss corporation (collectively "Roche").

### BACKGROUND

- A. Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd and Maxygen entered into a certain Collaborative Development and Commercialization Agreement effective May 15, 2003 (the "Agreement");
- B. Of even date herewith, Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd and Maxygen have agreed to terminate the Agreement; and
- C. Maxygen and Roche are co-owners of the patent applications listed on Exhibit A, and each of Roche Palo Alto LLC and F. Hoffmann-La Roche AG is willing to assign its entire right, title and interest in the Assigned Patents to Maxygen.

In consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. "Assigned Patents" shall mean the United States provisional and/or utility patent applications listed in Exhibit A hereto, and all divisions, continuations, in whole or in part, substitutions and patents of addition of any of the preceding, and any and all foreign counterparts of any of the foregoing, and any letters patent and/or registrations issuing on any of the foregoing (including, without limitation, all reissues, renewals, extensions, confirmations, re-registrations, re-examinations, re-validations, supplementary protection certificates and/or other governmental actions that extend the term of any such letters patent) which may be granted on any of the foregoing in the United States and/or other any countries or multinational jurisdictions of the world.

2. Assignment. For good and valuable consideration, receipt of which is hereby acknowledged, each of Roche Palo Alto LLC and F. Hoffmann-La Roche AG hereby irrevocably sells, assigns, transfers and sets over to Maxygen all of its right, title and interest in and to (i) the inventions disclosed and claimed in the patent applications listed on Exhibit A, and (ii) the Assigned Patents, subject to any outstanding licenses, and (iii) file applications and/or registrations for the Assigned Patents in any and all countries and multinational jurisdictions, and (iv) all causes of action related to the Assigned Patents (whether arising before or after the Effective Date), in each case, such rights to be held and enjoyed by Maxygen, its successors, its assigns, nominees or legal representatives to the full extent and entirely as the same would have been held and enjoyed by Roche Palo Alto LLC and/or F. Hoffmann-La Roche AG had this assignment, sale, and transfer not been made.

3. Assistance.

3.1 At Maxygen's request, Roche shall execute and deliver such additional instruments of assignment and take such other actions as may be reasonably necessary to establish the ownership of record of all Assigned Patents subject to this Agreement. Roche agrees to execute upon the request of Maxygen any assignment or other document reasonably necessary to evidence the assignment of the rights hereunder to Maxygen, and any other lawful documents reasonably deemed necessary by Maxygen to carry out the purposes of this Agreement.

3.2 At Maxygen's written request and expense, Roche will assist Maxygen in every way to enforce any patents within the Assigned Patents, including without limitation, making available Roche employees to testify in any suit or proceeding involving any of said Assigned Patents, or by executing any lawful documents reasonably deemed necessary by Maxygen, and shall provide reasonable assistance with respect to any other suit or proceeding related to the enforceability, validity and/or claim scope of any Assigned Patent.

4. Warranty.

4.1 Each of Roche Palo Alto LLC and F. Hoffmann-La Roche AG represents and warrants that it is a joint owner (with Maxygen) of certain of the Assigned Patents, that it has the right to enter into this Agreement, and that it has not executed or entered into any agreement inconsistent with the assignment provisions herein.

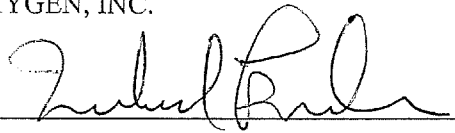
4.2 Except as expressly provided in Section 4.1, ROCHE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH REGARD TO THE ASSIGNED PATENTS, INCLUDING WITHOUT LIMITATION, THAT (i) ANY OF THE ASSIGNED PATENTS IS OR WILL BE VALID OR ENFORCEABLE, (ii) ANY APPLICATION IN PATENT RIGHTS CLAIMS PATENTABLE INVENTIONS, or (iii) THE PRACTICE OF ANY OF THE ASSIGNED PATENTS WILL NOT INFRINGE ANY PATENT OR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

5. Term. This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until the expiration of the last to expire patent within the Assigned Patents.

6. Governing Law. This Agreement shall be governed by California law without regard to conflict of law principles.

IN WITNESS THEREOF, the Roche and Maxygen have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

MAXYGEN, INC.

By: 

Name: Michael S. Rabson  
Senior Vice President

Title: \_\_\_\_\_

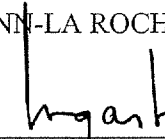
ROCHE PALO ALTO LLC

By: 

Name: Kevin A. Marks  
Vice President

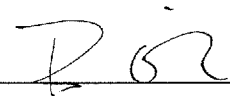
Title: \_\_\_\_\_

F. HOFFMANN-LA ROCHE AG

By: 

Name: Dr. Manfred Argast

Title: Vice-Director

By: 

Name: Dr. Melanie Frey Wick  
Authorized Signatory

Title: \_\_\_\_\_

**Exhibit A**

**Assigned Patent Applications**

Docket Number	Country	Filing Number	Application Number	Application Date
280	AR	210	05 01 02059	May-19-2005
280	AU	310	2005245918	May-18-2005
280	BR	310	PI 0511196-0	May-18-2005
280	CA	310	2566247	May-18-2005
280	CL	210	1192-2005	May-18-2005
280	CN	310	2.0058E+11	May-19-2005
280	CO	310	06-121.175	May-18-2005
280	EP	310	5751765.8	May-18-2005
280	GCC	210	4675	May-18-2005
280	ID	310	W00 2006 02866	May-18-2005
280	IL	310	178470	May-18-2005
280	IN	310	4667/CHENP/2006	May-18-2005
280	JP	310	2007-527427	May-18-2005
280	KR	310	10-2006-7024237	May-18-2005
280	MX	310	PA/A/2006/013412	May-18-2005
280	MY	210	PI 20052214	May-18-2005
280	NO	310	20065084	May-18-2005
280	NZ	310	551795	May-18-2005
280	PH	310	1-2006-502309	May-18-2005
280	RU	310	2006145020	May-18-2005
280	SG	310	200607637-6	May-18-2005
280	TH	210	501002126	May-10-2005
280	TW	210	94116107	May-18-2005
280	US	310	11/132,722	May-18-2005
280	US	320	11/531,531	Sep-13-2006
280	US	360	11/532,045	Sep-14-2006
280	US	350	11/532,024	Sep-14-2006
280	US	340	11/531,570	Sep-13-2006
280	US	330	11/531,557	Sep-13-2006
280	US	312	11/838,730	Aug-14-2007
280	US	313	11/839,493	Aug-15-2007
280	US	31W	11/569,266	May-18-2005
280	US	311	11/744,424	May-04-2007
280	US	110	60/572,504	May-19-2004
280	VE	210	00965-2005	May-19-2005
280	WO	310	PCT/US05/17471	May-18-2005
280	ZA	310	2006/10257	May-18-2005