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# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date	
Todd M. Kinsella	08/23/2001	

## **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:	12119283

# **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: James S. Keddie

Total Attachments: 2 source=Assign#page1.tif source=Assign#page2.tif

> PATENT REEL: 021525 FRAME: 0824

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#### ASSIGNMENT

WHEREAS, the undersigned Todd M. KINSELLA, Mountain View, California; has invented certain new and useful improvements in and have filed an application for a United States patent entitled: IN VIVO PRODUCTION OF CYCLIC PEPTIDES bearing Serial No. 09/800,770, filed MARCH 6, 2001, disclosing and identifying the invention; and

WHEREAS, Rigel Pharmaceuticals, Inc., a corporation of the state of Delaware, having a place of business at 240 East Grand Avenue, South San Francisco, 94080, State of 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 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 does hereby 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 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

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other priority proceedings involving 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 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, his 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 this

(1) 23rd day of August , 2001

respectively.

(1) Todd M. Kinsella

County of )ss

State of , in the year \_\_\_\_\_, before me,

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,

personally appeared (1) Todd M. Kinsella , 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 capacit(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 m	y hand	and	official	seal.	(	Seal)
Signature						

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