

01-08-2009

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Docket No: 02-24

REC



T-180 P.004/033 F-847

Patent and Trademark Office

103542841

To: The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
 Document ID# _____
☐ Correction of PTO Error
 Reel # _____ Frame# _____
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 Reel# _____ Frame# _____

Conveyance Type

- ☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other: _____

Conveying Party(ies):

Name (1) ZymoGenetics, Inc.
 Name (2)
 Name (3)
 Name (4)
 Name (5)
 Name (6)
 Name (7)
 Name (8)

- ☐ Mark if additional names of conveying parties attached
 Execution Date: December 29, 2008
 Execution Date:
 Execution Date:
 Execution Date:
 Execution Date:
 Execution Date:
 Execution Date:

Receiving Party(ies):

Name: ZymoGenetics, LLC
 Address: c/o ZymoGenetics, Inc.
 1201 Eastlake Avenue East
 Seattle, WA 98102

- ☐ Mark if additional names of receiving parties attached

Correspondent Name and Address

Name: Brian J. Walsh
 ZymoGenetics, Inc.
 Address: 1201 Eastlake Avenue East
 Seattle, WA 98102
 (206) 442-6540

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

7,135,170 _____

Number of Properties

Number of Applications and Patents Involved 1

Fee Amount

Fee Amount for Properties List (37 C.F.R. 3.41): \$40.00

Method of Payment: Enclosed ☐ Deposit Account ☒ Deposit Account Number: 26-0290

Authorization to charge additional fees: Yes ☒ No ☐

DO NOT USE THIS SPACE

FEE PAID

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. Charges to deposit account are authorized, as indicated herein.

Brian J. Walsh Registration No. 45,543

12/29/08
 Date

PATENT
File No.: 02-24

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

ZymoGenetics, Inc., a corporation of the State of Washington having a place of business at 1201 Eastlake Avenue East, Seattle, Washington

(hereinafter ASSIGNOR), has been assigned the rights to an invention entitled:

METHODS FOR TREATING VIRAL INFECTION USING IL-28 AND IL-29
for which application of Letters Patent of the United States was filed on October 23, 2003 and granted serial number 10/691,923, and is now issued patent number 7,135,170; and for which International Application No. PCT/US2003/033628 was filed on October 23, 2003, both of which claim priority to U.S. Provisional Patent Application No. 60/420,714, filed October 23, 2002; U.S. Provisional Patent Application No. 60/463,939, filed April 18, 2003; U.S. Provisional Patent Application No. 60/420,713, filed October 23, 2002; and U.S. Provisional Patent Application No. 60/463,982, filed April 18, 2003; and

WHEREAS:

ZymoGenetics, LLC, a limited liability company of the State of Delaware (hereinafter ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive rights, titles and interests to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or

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reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

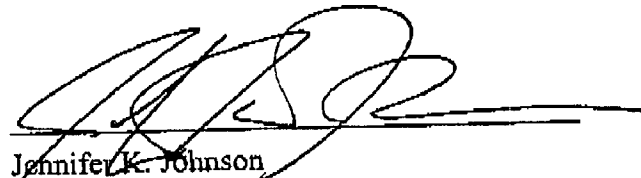
SAID ASSIGNOR hereby covenants that it has full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that it will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE its successors, legal representatives, or assigns, as the case may be, any facts known to them respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, it will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

This Assignment is made effective as of October 23, 2002.

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Date: Dec 29, 2008
Jennifer K. Johnson
Senior Associate General Counsel, Patents
ZymoGenetics, Inc.

State of Washington)

) ss.

County of King)

I certify that I know or have satisfactory evidence that Jennifer K. Johnson, a representative of ZymoGenetics, Inc., signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

SARA ROEPE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-20-10

Dated 12/29/08Signature of
Notary Public Sara RoepeMy Appointment expires 3/20/10