

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Genelabs Technologies, Inc.	02/20/2009
RECEIVING PARTY DATA	
Name:	SmithKline Beecham Corporation
Street Address:	One Franklin Plaza, P.O. Box 7929
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7144868
CORRESPONDENCE DATA	
Fax Number:	(650)856-3710
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508563700
Email:	djonesbeasley@foley.com
Correspondent Name:	Gerald F. Swiss
Address Line 1:	Foley & Lardner LLP
Address Line 2:	975 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	355491-2050
NAME OF SUBMITTER:	Gerald F. Swiss
Total Attachments: 8 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif	

OP \$40.00 7144868

**500789829**

**PATENT**  
**REEL: 022299 FRAME: 0481**

source=assignment#page5.tif  
source=assignment#page6.tif  
source=assignment#page7.tif  
source=assignment#page8.tif

## PATENT ASSIGNMENT

WHEREAS Genelabs Technologies, Inc., of 505 Penobscot Drive, Redwood City, California 94063, (hereinafter "Assignor") is the owner of the following United States Letters Patent(s), and the invention(s) set forth therein, as shown by the records of the United States Patent and Trademark Office:


U.S. PATENT NO.	GRANT DATE	TITLE
7,144,868	12/5/2006	NUCLEOSIDE COMPOUNDS FOR TREATING VIRAL INFECTIONS

WHEREAS SmithKline Beecham Corporation, One Franklin Plaza, P. O. Box 7929, Philadelphia, Pennsylvania 19101 (hereinafter referred to as "Assignee") is desirous of acquiring the full right, title and interest in and to said invention for the United States of America, and in and to said United States Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to said inventions for the United States of America, and in and to said Letters Patent listed above, including any and all divisional, continuation, continuation-in-part, reissues or extensions thereof, to be held and enjoyed by Assignee for its own use as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested.

Genelabs Technologies, Inc.

Date: Feb. 20, 2009

By:   
Name: Daniel Clinton Webb  
Title: Vice President and General Counsel

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner:	Christopher D. ROBERTS et al.		
Application No.:	10/861,311	Filed:	6/4/2004
Patent No.:	7,144,868	Issue Date:	12/5/2006
Docket Number:	355491-2050		
Entitled:	NUCLEOSIDE COMPOUNDS FOR TREATING VIRAL INFECTIONS		

Genelabs Technologies, Inc.  
(Name of Assignee)

Corporation  
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest  
The extent (by percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

A. x An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame 015446/0071 for which a copy thereof is attached.

**OR**

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

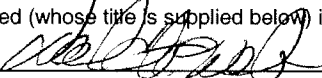
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

**(NOTE:** A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
\_\_\_\_\_  
Signature

Feb. 20, 2007  
\_\_\_\_\_  
Date

DANIEL CLINTON WEBB  
\_\_\_\_\_  
Printed or Typed Name

(650) 369-9500  
\_\_\_\_\_  
Telephone Number

Vice President and General Counsel  
\_\_\_\_\_  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

*If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.*



DEC 21 2004

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 14, 2004

PTAS



\*102765747A\*

FOLEY & LARDNER LLP  
GERALD F. SWISS  
3000 EL CAMINO REAL, SUITE 100  
THREE PALO ALTO SQUARE  
PALO ALTO, CA 94306

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/04/2004

REEL/FRAME: 015446/0071

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ROBERTS, CHRISTOPHER D.

DOC DATE: 06/02/2004

ASSIGNOR:

KEICHER, JESSE D.

DOC DATE: 06/02/2004

ASSIGNEE:

GENELABS TECHNOLOGIES, INC.  
505 PENOBSCOT DRIVE  
REDWOOD CITY, CALIFORNIA 94063

SERIAL NUMBER: 10861311

FILING DATE: 06/04/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: NUCLEOSIDE COMPOUNDS FOR TREATING VIRAL INFECTIONS

015446/0071 PAGE 2

SHARON LATIMER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

FORM PTO-1595 (modified)

(Rev 8-93)

06-15-2004



102765747

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ER SHEET  
.Y

To the Director of the United States Patent and Trademark Office...

and the attached original documents or copies thereof.

1. Name of conveying party(ies):

Christopher D. ROBERTS and  
Jesse D. KEICHER

6-4-04

2. Name and address of receiving party(ies):

Genelabs Technologies, Inc.  
505 Penobscot Drive  
Redwood City, California 9406322582 U.S. PTO  
10/861311  
060404

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

June 2, 2004

Additional name(s) &amp; address(es) attached?

NO

4. Application number(s) or patent number(s):

10861311

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

June 2, 2004

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Gerald F. Swiss  
FOLEY & LARDNER LLP  
Three Palo Alto Square  
3000 El Camino Real, Suite 100  
Palo Alto, California 94306

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 50-0872

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Carol A. Stratford, Ph.D.

June 4, 2004

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

06/02/2004 MARZII 00000081 10861311

05 00:00:00

40.00 DP

## ASSIGNMENT - JOINT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Genelabs Technologies, Inc.  
505 Penobscot Drive  
Redwood City, California 94063

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

### NUCLEOSIDE COMPOUNDS FOR TREATING VIRAL INFECTIONS

as set forth in this United States Patent Application

*check one*    ☒ [ X ] executed concurrently herewith,  
                  ☐ [   ] executed on \_\_\_\_\_,  
                  ☐ [   ] Serial No. \_\_\_\_\_    Filed \_\_\_\_\_

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.



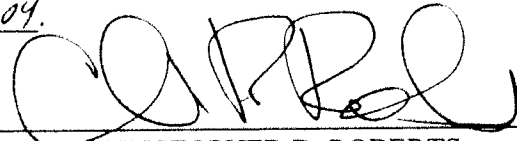
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

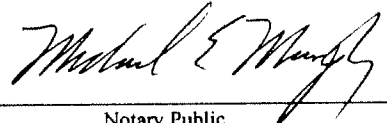
Executed this 2nd day of June, 2004.



CHRISTOPHER D. ROBERTS

State of California  
County of Santa Clara )ss.

On this 2nd day of June, 2004, before me, a notary public in and for said county, appeared CHRISTOPHER D. ROBERTS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/~~she~~ acknowledged that he/~~she~~ signed, sealed, and delivered the said instrument as his/~~her~~ free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 2-24-07



(Seal)

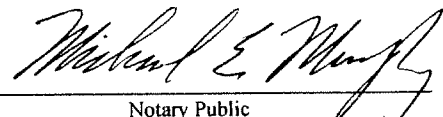
Executed this 2nd day of June, 2004.



JESSE D. KEICHER

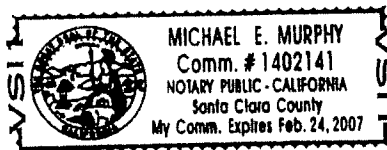
State of California  
County of Santa Clara )ss.

On this 2nd day of June, 2004, before me, a notary public in and for said county, appeared JESSE D. KEICHER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/~~she~~ acknowledged that he/~~she~~ signed, sealed, and delivered the said instrument as his/~~her~~ free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 2-24-07



(Seal)