

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Nancy Anne Federspiel	03/24/2005
Allan Lammers	04/18/2005
Xing Liang (Alex) Liu	04/18/2005
Stanley R. Bates	04/01/2005
Christina Westerlund	03/29/2005
Jonathan R. Fitch	04/03/2005

RECEIVING PARTY DATA

Name:	Exelixis, Inc.
Street Address:	170 Harbor Way
Internal Address:	P.O. Box 511
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94083

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12400533

CORRESPONDENCE DATA

Fax Number: (503)228-9446
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 503-226-7391
Email: Carri.White@klarquist.com
Correspondent Name: Anne Carlson, Ph.D.
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Address Line 2: Suite 1600
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 6616-72611-07

PATENT

500807109

REEL: 022395 FRAME: 0379

OP \$40.00 12400533

NAME OF SUBMITTER:

Anne Carlson, Ph.D.

Total Attachments: 5

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ASSIGNMENT

WHEREAS we, Nancy Anne Federspiel, Allan Lammers, Xing Liang (Alex) Liu, Stanley R. Bates, Christina Westerlund, and have previously entered into an agreement with Exelixis, Inc., South San Francisco, CA, to assign all our right, title and interest in and to any and all inventions made or conceived or reduced to practice during the course of our employment with Exelixis, and further agreed to execute additional assignment documents to assist Exelixis with respect to its proprietary rights, and wherein we, during the course of our employment with Exelixis Plant Sciences and/or Agrinomics, LLC, predecessor of Exelixis Plant Sciences, have invented **Generation of Plants With Improved Pathogen Resistance** (hereinafter "Invention"), disclosed in an application for United States patent, said application filed on October 22, 2004 serial no. 10/512,600.

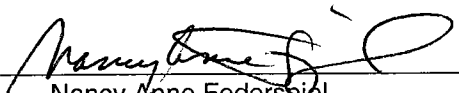
We are informed that Exelixis, Inc., 170 Harbor Way, P.O. Box 511, South San Francisco, California 94083-511 is desirous of obtaining an assignment document that indicates that Exelixis Plant Sciences, Inc., a wholly owned subsidiary of Exelixis, Inc. (collectively hereinafter referred to as Assignee), has received all right, title and interest to the Invention.

Now, therefore, and in consideration of our employment and compensation paid to us by Assignee and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have assigned to said Assignee and said Assignee's legal representatives, successors and assigns, 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; (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, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this agreement.

We hereby authorize the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

We have conveyed to said Assignee the entire right to make application in its own behalf for protection of said Invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and we have agreed that we will at any time upon request, without further or additional compensation or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable or perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 3/24/05

By: 
Nancy Anne Federspiel

Date: _____

By: _____
Allan Lammers

Date: _____

By: _____
Xing Liang (Alex) Liu

ASSIGNMENT

WHEREAS we, Nancy Anne Federspiel, Allan Lammers, Xing Liang (Alex) Liu, Stanley R. Bates, Christina Westerlund, and have previously entered into an agreement with Exelixis, Inc., South San Francisco, CA, to assign all our right, title and interest in and to any and all inventions made or conceived or reduced to practice during the course of our employment with Exelixis, and further agreed to execute additional assignment documents to assist Exelixis with respect to its proprietary rights, and wherein we, during the course of our employment with Exelixis Plant Sciences and/or Agrinomics, LLC, predecessor of Exelixis Plant Sciences, have invented **Generation of Plants With Improved Pathogen Resistance** (hereinafter "Invention"), disclosed in an application for United States patent, said application filed on October 22, 2004 serial no. 10/512,600.

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Now, therefore, and in consideration of our employment and compensation paid to us by Assignee and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have assigned to said Assignee and said Assignee's legal representatives, successors and assigns, 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; (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, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this agreement.

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We have conveyed to said Assignee the entire right to make application in its own behalf for protection of said Invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and we have agreed that we will at any time upon request, without further or additional compensation or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable or perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: _____

Date: April 18, 2005

Date: 4/18/05

By: _____
Nancy Anne Federspiel

By: _____
Allan Lammers

By: _____
Xing Liang (Alex) Liu

Date: 1 April 2005

By: Stanley R. Bates
Stanley R. Bates

Date: _____

By: _____
Christina Westerlund

Date: _____

By: _____
Jonathan R. Fitch

Date: _____

Date: 3/29/05

Date: _____

By: _____

Stanley R. Bates

By: Christina Westerlund

Christina Westerlund

By: _____

Jonathan R. Fitch

Date: _____

By: _____
Stanley R. Bates

Date: _____

By: _____
Christina Westerlund

Date: 4/3/05

By: _____

Jonathan R. Fitch