

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Leanne Berry	04/14/2009
Gail Lewis Phillips	04/14/2009
Mark X. Sliwowski	04/09/2009

RECEIVING PARTY DATA

Name:	Genentech, Inc.
Street Address:	One DNA Way
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12400988

CORRESPONDENCE DATA

Fax Number: (650)952-9881
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-467-4255
 Email: johnson.ann@gene.com
 Correspondent Name: Alex Andrus
 Address Line 1: One DNA Way
 Address Line 2: MS49
 Address Line 4: South San Francisco, CALIFORNIA 94080

ATTORNEY DOCKET NUMBER:	P4166R1
NAME OF SUBMITTER:	Alex Andrus

Total Attachments: 6
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**PATENT
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ASSIGNMENT

WHEREAS, Leanne Berry, a citizen of the USA, residing at 216 Myrtle Rd., Apt. 3, Burlingame, CA, 94010, and Gail Lewis Phillips, a citizen of the USA, residing at 515 De Anza Ave., San Carlos, CA 94070, and Mark X. Sliwowski, a citizen of the USA, residing at 42 Oak Creek Lane, San Carlos, CA 94070, (hereinafter "ASSIGNORS"), have invented a new and useful invention in

**COMBINATIONS OF AN ANTI-HER2 ANTIBODY-DRUG CONJUGATE AND
CHEMOTHERAPEUTIC AGENTS, AND METHODS OF USE**

for which an application Serial No. 12/400,988 (Docket No. P4166R1) for Letters Patent has been filed by them on March 10, 2009; and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes 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 GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) 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 ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.

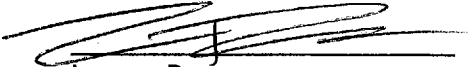
The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: 04/14/09


Leanne Berry

South San Francisco

Dated: _____

Gail Lewis Phillips

South San Francisco

Dated: _____

Mark X. Sliwkowski

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IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: _____

Leanne Berry

South San Francisco

Dated: April 14, 2009

Gail Lewis Phillips
Gail Lewis Phillips

South San Francisco

Dated: _____

Mark X. Sliwkowski

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Leanne Berry

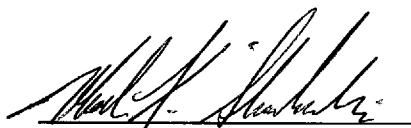
Dated: _____

South San Francisco

Gail Lewis Phillips

Dated: _____

South San Francisco



Mark X. Sliwkowski

Dated: April 9, 2009