

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

### 1. Name of conveying party(ies)

John G. Curd; and  
Susan Desmond-Hellmann

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/4/2009; and 11/5/2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

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

Name: GENENTECH, INC.

Internal Address:

Street Address: 1 DNA Way

City: South San Francisco

State: CA Zip: 94080-4990

Country: USA

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application number(s) or patent number(s): ☐ This document is being filed together with a new application

A. Patent Application No.(s)

12/629,472

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Customer No.: 47555  
Sidley Austin LLP  
1501 K. Street, N.W.  
Washington, D.C. 20005  
Phone: 202-736-8000  
Fax: 202-736-8711

Attorney Docket No.: 27693-01903

### 6. Total number of applications and patents involved: 1

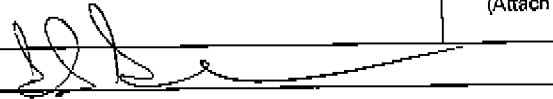
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account  
☐ None required (government interest not affecting title)

8. Deposit account number: 18-1260

(Attach duplicate copy of this page if paying by deposit account)

### 9. Signature:

  
Signature

February 25, 2010

Date

David L. Devernoe

Name of Person Signing

Total number of pages including cover  
Sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

Serial No. 09/436,347

Attorney Docket No. 27693-01201

**ASSIGNMENT**

Whereas John G. Curd and Susan Desmond-Hellmann, citizens of the United States of America, residing at 128 Reservoir Road, Hillsborough, California 94010 and 1985 Las Trampas Road, Alamo, CA 94507, respectively, (hereinafter "the Assignors"), have invented a new and useful invention in

**TREATMENT OF CHRONIC LYMPHOCYTIC LEUKEMIA USING ANTI-CD20  
ANTIBODIES (as amended)**

for which application Serial No. 60/107,568 was filed on November 9, 1998 and application Serial No. 09/436,347 for Letters Patent was filed on November 9, 1999; 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 (hereinafter "the Assignee") has acquired 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 ASSIGNOR has sold, assigned, and transferred and set over unto the Assignee, 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 the Assignee, in accordance with this Assignment.

The Assignors covenant and agree to cooperate with the Assignee, to enable the Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the 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 the Assignee (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

Serial No. 09/436,347

Attorney Docket No. 27693-01201

actions; provided, however, that the expense incurred by the Assignors in providing such cooperation shall be paid for by the Assignee.

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

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

Signature of Assignor

John G. Curd

Date

Location

Signature of Assignor

  
Susan Desmond-Hellmann

Date

11/5/09

Location

San Francisco, California

Serial No. 09/436,347

Attorney Docket No. 27693-01201

**ASSIGNMENT**

Whereas John G. Curd and Susan Desmond-Hellmann, citizens of the United States of America, residing at 128 Reservoir Road, Hillsborough, California 94010 and 1985 Las Trampas Road, Alamo, CA 94507, respectively, (hereinafter "the Assignors"), have invented a new and useful invention in

**TREATMENT OF CHRONIC LYMPHOCYTIC LEUKEMIA USING ANTI-CD20  
ANTIBODIES (as amended)**

for which application Serial No. 60/107,568 was filed on November 9, 1998 and application Serial No. 09/436,347 for Letters Patent was filed on November 9, 1999; 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 (hereinafter "the Assignee") has acquired 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 ASSIGNOR has sold, assigned, and transferred and set over unto the Assignee, 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 the Assignee, in accordance with this Assignment.

The Assignors covenant and agree to cooperate with the Assignee, to enable the Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the 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 the Assignee (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

Serial No. 09/436,347

Attorney Docket No. 27693-01201

actions; provided, however, that the expense incurred by the Assignors in providing such cooperation shall be paid for by the Assignee.

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

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

Signature of Assignor

  
John G. Curd

Date

Nov 4, 2009

Location

Redwood City, CA

Signature of Assignor

\_\_\_\_\_  
Susan Desmond-Hellmann

Date

\_\_\_\_\_

Location

\_\_\_\_\_