

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
CONVEYING PARTY DATA																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr><td>Matthew J. Bennett</td><td>02/27/2009</td></tr> <tr><td>Seung Yup Chu</td><td>02/27/2009</td></tr> <tr><td>John R. Desjarlais</td><td>02/27/2009</td></tr> <tr><td>Sher Bahadur Karki</td><td>02/27/2009</td></tr> <tr><td>Gregory Alan Lazar</td><td>02/27/2009</td></tr> <tr><td>Erik Weiking Pong</td><td>02/27/2009</td></tr> <tr><td>John O. Richards</td><td>03/06/2009</td></tr> <tr><td>Eugene Alexander Zhukovsky</td><td>03/14/2009</td></tr> </tbody> </table>		Name	Execution Date	Matthew J. Bennett	02/27/2009	Seung Yup Chu	02/27/2009	John R. Desjarlais	02/27/2009	Sher Bahadur Karki	02/27/2009	Gregory Alan Lazar	02/27/2009	Erik Weiking Pong	02/27/2009	John O. Richards	03/06/2009	Eugene Alexander Zhukovsky	03/14/2009
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Name:</td><td>Xencor, Inc.</td></tr> <tr><td>Street Address:</td><td>111 West Lemon Avenue</td></tr> <tr><td>City:</td><td>Monrovia</td></tr> <tr><td>State/Country:</td><td>CALIFORNIA</td></tr> <tr><td>Postal Code:</td><td>91016</td></tr> </table>		Name:	Xencor, Inc.	Street Address:	111 West Lemon Avenue	City:	Monrovia	State/Country:	CALIFORNIA	Postal Code:	91016								
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CORRESPONDENCE DATA																			
<p>Fax Number: (303)629-3450 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 303-629-3435 Email: brown.valerie@dorsey.com</p> <p>Correspondent Name: Valerie H. Brown Address Line 1: 370 17th Street Address Line 2: Suite 4700 Address Line 4: Denver, COLORADO 80202</p>																			

CH \$40.00 12377251

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PATENT
REEL: 024210 FRAME: 0607

ATTORNEY DOCKET NUMBER:	189519/US/3
NAME OF SUBMITTER:	Valerie H. Brown
<p>Total Attachments: 5</p> <p>source=189519US3Assignment#page1.tif</p> <p>source=189519US3Assignment#page2.tif</p> <p>source=189519US3Assignment#page3.tif</p> <p>source=189519US3Assignment#page4.tif</p> <p>source=189519US3Assignment#page5.tif</p>	

ASSIGNMENT

WHEREAS, we, Matthew J. Bennett, Seung Yup Chu, John R. Desjarlais, Sher Bahadur Karki, Gregory Alan Lazar, Erik Weiking Pong, John O. Richards and Eugene Alexander Zhukovsky (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "OPTIMIZED ANTIBODIES THAT TARGET CD 19," which can be identified in the United States Patent and Trademark Office by Application No. 12/377,251, filed on February 11, 2009 (the "Utility Application") with Attorney Docket No. 189519/US/3; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Xencor, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 111 West Lemon Avenue, Monrovia, California 91016 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further 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 to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, 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;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the


Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

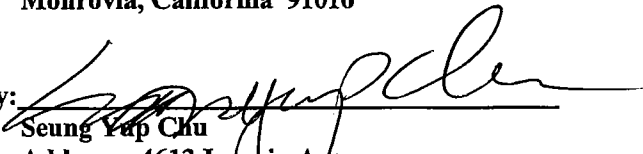
ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

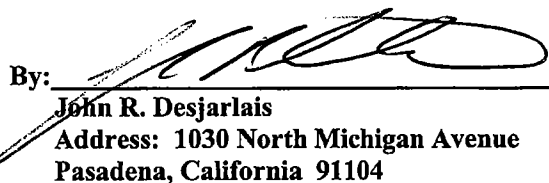
Date: February 27, 2009

By: 
Matthew J. Bernett
Address: 222 East Olive Avenue, #3
Monrovia, California 91016


Date: Feb 27, 2009

By: 
Seung Yap Chu
Address: 4613 Larwin Avenue
Cypress, California 90630

Date: Feb 27, 2009

By: 
John R. Desjarlais
Address: 1030 North Michigan Avenue
Pasadena, California 91104


Date: Feb 27, 2009

By: 
Sher Bahadur Karki
Address: 2833 Providence Way
Pomona, California 91767

Date: February 27, 2009

By: 
Gregory Alan Lazar
Address: 750 Arcadia Avenue, #6
Arcadia, California 91007

Date: February 27, 2009

By: 
Erik Weiking Pong
Address: 9415 Lemon Avenue
Temple City, California 91780

Date: _____, 2009

By: _____


John O. Richards
Address: 893 San Marcus Lane
Duarte, California 91010

Date: March 14, 2009

By: Eugene A. Zhukovsky

Eugene Alexander Zhukovsky
Address: 1124 North Kings Road, #203
West Hollywood, California 90069

Date: March 6, 2009

By: 
John O. Richards
Address: 893 San Marcus Lane
Duarte, California 91010

Date: _____, 2009

By: _____
Eugene Alexander Zhukovsky
Address: 1124 North Kings Road, #203
West Hollywood, California 90069

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Xencor, Inc.

Date: March 31, 2009

By: 

Name: Bassil Dahiyat

Title: President and CEO

4850-0837-0435/1