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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Atty Dkt No: P4148R2C1

Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wendy Lee Mark E. Zak

Additional name(s) of conveying party(ies) attached? \_ Yes x No

3. Nature of conveyance:

x Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date: July 27, 2009 and July 28, 2009

Application number(s) or patent number(s);

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

A. Patent Application No.(s)

12/432,529

B. Patent No.(s)

Additional numbers attached? Yes x No

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

Brian L. Buckwalter GENENTECH, INC.

1 DNA Way

South San Francisco, CA 94080

Total number of applications and patents

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

City: South San Francisco State: California

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

Name: GENENTECH, INC.

Street Address: 1 DNA Way

Internal Address:

ZIP: <u>94080-4</u>990

involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

X Authorized to be charged to deposit account

8. Deposit account number:

07-0630

#### DO NOT USE THIS SPACE

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

Brian L. Buckwalter Name of Person Signing Registration No. 46,585

April 15, 2010 Date

Total number of pages comprising cover sheet, attachments and document: 6

PATENT **REEL: 024269 FRAME: 0018** 

700435056

Docket No. P4148R2C1

#### ASSIGNMENT

WHEREAS,

Wendy Lee, a citizen of US, residing at 121 Shadowhill Circle, San Ramon, CA 94583, and Mark E. Zak, a citizen of CA, residing at 401 S. Norfolk Street, #309, San Mateo, CA 94401, (hereinafter "ASSIGNORS"), have invented a new and useful invention in

## 5-ANILINOIMIDAZOPYRIDINES AND METHODS OF USE

for which an application serial number 12/432,529 (our Docket No. P4148R2C1) for Letters Patent has been filed on April 29, 2009;

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

Page 1 of 2

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	Ward for
Dated: July 27, 200	Wendy Lee
South San Francisco	
Dated:	Mark E. Zak

Docket No. P4148R2C1

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IN WITNESS WHEREOF we undersign as follows;

South San Francisco	
	Wendy Lee
Dated:	

South San Francisco

+1 650 952 9881

T-057 P 001/006 F-137

# Genentech, Inc.

## **FACSIMILE TRANSMITTAL**

Genentech, Inc.

1 DNA WAY South San Francisco, CA 94080 (415) 225-1000

Facsimile: (650) 952-9881

CERTIFICATION OF FACSIMILE TRANSMISSION UNDER 37 CFR § 1.8

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.

Alda Guiam

Type or print name of person signing certification

Signature

Date: <u>April 15, 2010</u>

DATE: April15, 2010

Please deliver the following page(s) to:

NAME: Mail Stop: Assignments

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Fax No.: <u>571-273-0140</u>

FROM: Brian L. Buckwalter

Registration No.: 46,585

RE:

U.S. Serial No.: 12/432,529

Our Docket No.: P4148R2C1

Number of Pages including this cover sheet - 6

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PATENT REEL: 024269 FRAME: 0023

**RECORDED: 04/21/2010**