

PATENT ASSIGNMENT

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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>Jeffrey Allen</td><td>03/09/2011</td></tr> <tr><td>Ping-Hua Feng</td><td>03/09/2011</td></tr> <tr><td>Anant Patkar</td><td>03/09/2011</td></tr> <tr><td>Keith L. Haney</td><td>03/09/2011</td></tr> <tr><td>Lawrence Chew</td><td>03/09/2011</td></tr> <tr><td>Lei Lei Phokham Sengchanthalangsy</td><td>03/09/2011</td></tr> </tbody> </table>		Name	Execution Date	Jeffrey Allen	03/09/2011	Ping-Hua Feng	03/09/2011	Anant Patkar	03/09/2011	Keith L. Haney	03/09/2011	Lawrence Chew	03/09/2011	Lei Lei Phokham Sengchanthalangsy	03/09/2011
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RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Name:</td><td>Pfenex Inc.</td></tr> <tr><td>Street Address:</td><td>10790 Roselle Street</td></tr> <tr><td>City:</td><td>San Diego</td></tr> <tr><td>State/Country:</td><td>CALIFORNIA</td></tr> <tr><td>Postal Code:</td><td>92121</td></tr> </table>		Name:	Pfenex Inc.	Street Address:	10790 Roselle Street	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121				
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CORRESPONDENCE DATA															
Fax Number: (650)493-6811 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (650)493-9300 Email: achang@wsgr.com Correspondent Name: Ardith Chang, Ph.D. Address Line 1: 650 Page Mill Road Address Line 2: WSGR Address Line 4: Palo Alto, CALIFORNIA 94304-1050															
ATTORNEY DOCKET NUMBER:	38194-704.201														

CH \$40.00 13039183

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PATENT
REEL: 026058 FRAME: 0149

NAME OF SUBMITTER:

Anna Miller

Total Attachments: 3

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WHEREAS, the undersigned:

- | | | | |
|--|---|--|---|
| 1. Allen, Jeffrey
14702 Fairtree Terrace
Poway, CA 92064 | 2. Feng, Ping-Hua
12039 Briarleaf Way
San Diego, CA 92128 | 3. Patkar, Anant
10546 Clasico Court
San Diego, CA 92127 | 4. Haney, Keith L.
13254 Gabilan Road
San Diego, CA 92128 |
| 5. Chew, Lawrence
5590 Willowmere Lane
San Diego, CA 92130 | 6. Sengchanthalangsy, Lei Lei Phokham
3975 Plateau Place
Carlsbad, CA 92010 | | |

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

METHOD FOR PRODUCING SOLUBLE RECOMBINANT INTERFERON PROTEIN WITHOUT DENATURING

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 13/039,183 was filed on March 2, 2011 in the United States Patent Office;
☐ for which Application No. _____ was filed on _____ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on _____, as U.S. Patent No. _____

(hereinafter "Application(s)").

WHEREAS, Pfenex Inc., a corporation of the State of Delaware, having a place of business at 10790 Roselle Street, San Diego, CA 92121, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions and said Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include 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 Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3/9/2011 [Signature]
Jeffrey Allen

Date: 3/9/2011 [Signature]
Ping-Hua Feng

Date: 03/09/11 [Signature]
Anant Patkar

Date: 3-9-2011 [Signature]
Keith L. Haney

Date: 3/9/11 [Signature]
Lawrence Chew

Date: 3/9/11 [Signature]
Lei Lei Phokham Sengchanthalangsy

RECEIVED AND AGREED TO BY ASSIGNEE: Pfenex Inc.

Date: March 9, 2011

By: [Signature]

Name: Henry W. Talbot, Ph.D.

Title: Vice President of Research & Operations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On Mar. 9, 2011
Date

before me, Suzanne Munson Notary Public
Here Insert Name and Title of the Officer

personally appeared Ping Hua Feng, Anant Patkar, Lawrence Chew, Henry Talbot, Leilei Sengchanthalangsy, Jeffrey Allen, and Keith Haney
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Suzanne Munson

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Patent Assignment

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
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- ☐ Guardian or Conservator
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