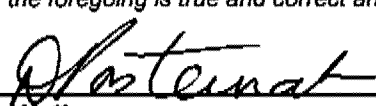


Attorney Docket No. 8325-0078.01
S78-US2

FORM PTO-1595 (Rev. 6-93)	Recordation Form Cover Sheet (Patents Only)	U.S. Department of Commerce Patent and Trademark Office
To the Honorable Asst. Commissioner for Patents. Please record the attached original documents or copy thereof		
1. Name of conveying party(ies): Philip D. GREGORY Michael C. HOLMES Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Sangamo BioSciences, Inc. Point Richmond Tech Center 501 Canal Boulevard, Suite A100 Richmond, CA 94804 Additional names and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: June 23, 2011 and June 23, 2011 respectively		
4. Application Number(s) or Patent Numbers. If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s): 13/066,801 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Dahna S. Pasternak Robins & Pasternak LLP 1731 Embarcadero Road, Suite 230 Palo Alto, CA 94303 Customer Number 20855	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge Fees to Deposit Account <input checked="" type="checkbox"/> Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.	
	8. Deposit account number: 18-1848	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Dahna S. Pasternak</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>July 8, 2011</u> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> Atty Reg. No. <u>41,411</u> </div> <div style="width: 60%; text-align: right;"> Total number of pages including cover sheet, attachments and document <u>3</u> </div> </div>		
10. Change Correspondence Address to that of Part 5? <input type="checkbox"/> Yes <input type="checkbox"/> No		
OMB No. 0651-0011 (exp. 4/94)		
Mail documents to be recorded with required cover to:		
Do not detach this portion Commissioner for Patents Box: Assignments Alexandria, VA 22313		

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Atty Dkt No. 8325-0078.01
S78-US2

ASSIGNMENT

JOINT

THIS ASSIGNMENT, by Philip D. GREGORY and Michael C. HOLMES (hereinafter referred to as the assignors), residing at Orinda, California and Oakland, California, respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in GENOME EDITING OF A *ROSA* LOCUS USING ZINC-FINGER NUCLEASES set forth in an application for Letters Patent of the United States, bearing Serial No. 13/066,801 and filed on April 25, 2011 which claims priority to U.S. Provisional Application No. 61/343,287, filed April 26, 2010; and

WHEREAS, Sangamo BioSciences, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at Point Richmond Tech Center, 501 Canal Boulevard, Suite A100, Richmond, CA 94804 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Union for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and

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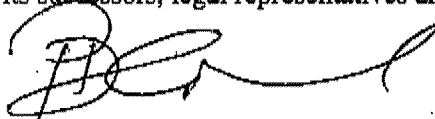
to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

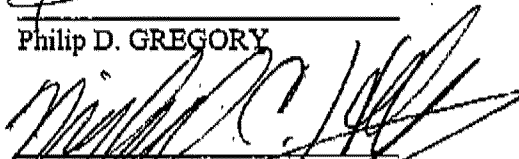
Date: 6/23/2011

Name of Inventor:


Philip D. GREGORY

Date: 6/23/2011

Name of Inventor:


Michael C. HOLMES