

Atty. Dkt. No. 098828-6270

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 9-93)

Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Luke W. Ashcraft
Gustave Bergnes
Scott Colibee
Chihyuan Chuang
Jeff Gardina
Bradley P. Morgan
Alex R. Muci
Xiangping Qian

Antonio Romero
Jeffrey Warrington
Zhe Yang

Additional conveying party(ies)

NO

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

Cytokinetics, Inc.
280 East Grand Avenue
South San Francisco, California 94080

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

July 6, 2011; July 8, 2011; July 11, 2011

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

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

A. Patent Application Number(s):

PCT/US2011/033650

B. Patent Number(s):

Additional numbers attached? NO

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

Lauren L. Stevens
FOLEY & LARDNER LLP
975 Page Mill Rd
Palo Alto, California 94304-1013

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

☒ Authorized to be charged to credit card

Authorized to be charged to deposit account

8. Payment Information

a. Credit Card Last 4 Numbers 5295
Expiration Date 10/31/2013

b. Deposit account number 19-0741
Authorized User Name Lauren L. Stevens

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9. 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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Lauren L. Stevens



July 12, 2011

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 10

OP \$40.00 US1133650

Atty. Dkt. No. 098828-6270

ASSIGNMENT - WORLDWIDE

Effective as of April 1, 2011, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Cytokinetics, Inc.
280 East Grand Avenue
South San Francisco, California 94080

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**CERTAIN AMINO-PYRIDINES AND AMINO-TRIAZINES, COMPOSITIONS
THEREOF, AND METHODS FOR THEIR USE**

as set forth in this Patent Cooperation Treaty Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____,
 ☒ Serial No. PCT/US2011/033650 Filed April 22, 2011

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

Atty. Dkt. No. 098828-6270

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

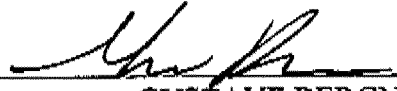
ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Atty. Dkt. No. 098828-6270

Executed this 8th day of July, 2011.

LUKE W. ASHCRAFT

Executed this 8th day of July, 2011.

GUSTAVE BERGNES

Executed this 6th day of July, 2011.

SCOTT COLLIBEE


Executed this 8th day of July, 2011.

CHIHYUAN CHUANG

Executed this 8th day of July, 2011.

JEFF GARDINA

Atty. Dkt. No. 098828-6270

Executed this 11th day of July, 2011.
BRADLEY P. MORGANExecuted this 11th day of July, 2011.
ALEX R. MUCIExecuted this 8th day of July, 2011.
XIANGPING QIANExecuted this 8th day of July, 2011.
ANTONIO ROMEROExecuted this 8th day of July, 2011.
JEFFREY WARRINGTON

Atty. Dkt. No. 098828-6270

Executed this 11 day of July, 2011.



ZHE YANG

ACKNOWLEDGMENT

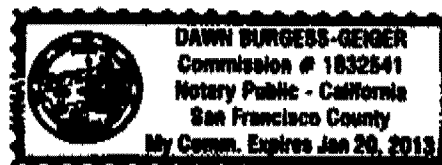
State of California
County of San Mateo)

On July 11, 2011 before me, Dawn Burgess-Geiger, A Notary Public
(insert name and title of the officer)

personally appeared Alex R. Muci, Zhe Yang, Bradley P. Morgan,
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.



Signature Dawn Burgess-Geiger (Seal)

ACKNOWLEDGMENT

State of California
County of San Mateo)

On July 8, 2011 before me, Dawn Burgess-Geiger, A Notary Public
(insert name and title of the officer)

personally appeared Luke W. Ashcraft, Gustave Bergnes, Chihyuan Chuang, Jeff Gardina, Xianping Qian, Antonio Romero, Jeffery Warrington
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.

Signature

Dawn Burgess-Geiger

(Seal)



PATENT

REEL: 026588 FRAME: 0513

ACKNOWLEDGMENT

State of California
County of San Mateo

On July 6, 2011 before me, Dawn Burgess-Geiger, A Notary Public
(insert name and title of the officer)

personally appeared Scott Collibee,
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.

Signature

Dawn Burgess-Geiger

(Seal)

