

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nadine Tuaillon	05/21/2003
Christopher T. Rankin	05/16/2003
RECEIVING PARTY DATA	
Name:	MacroGenics, Inc.
Street Address:	1500 East Gude Drive
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12342305
Application Number:	60816772
PCT Number:	US0772151
CORRESPONDENCE DATA	
Fax Number:	(301)670-2814
Phone:	3016702818
Email:	epatent@ipatlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	The Auerbach Law Firm, LLC
Address Line 1:	2275 Research Blvd.
Address Line 2:	Suite 500
Address Line 4:	Rockville, MARYLAND 20850
ATTORNEY DOCKET NUMBER:	1301.0016C
NAME OF SUBMITTER:	Jeffrey I. Auerbach

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Total Attachments: 12

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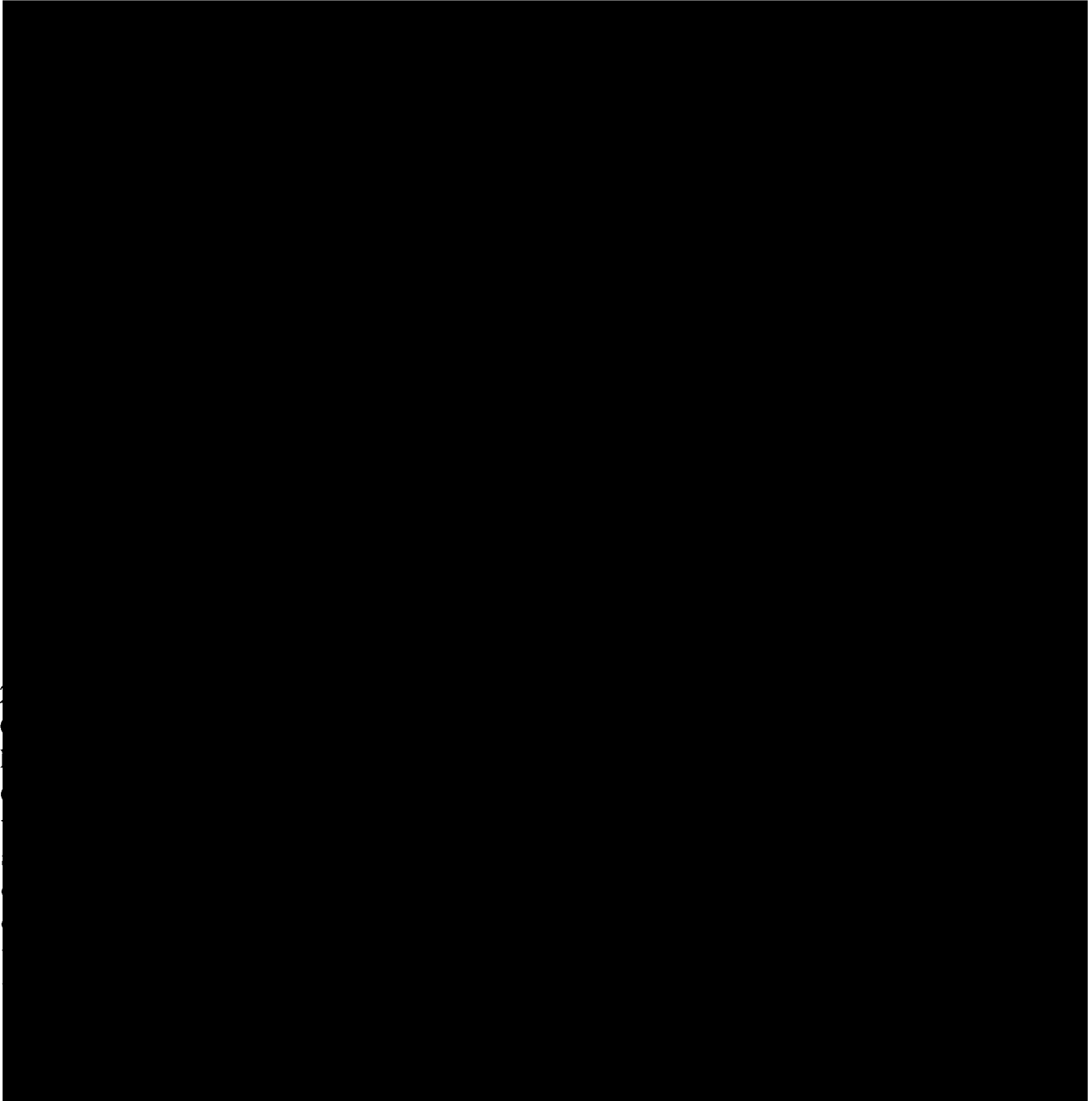
MACROGENICS

1500 East Gude Drive
Rockville, Maryland 20850

MacroGenics, Inc.

EMPLOYEE AGREEMENT

The undersigned, Nadine Toarllon in consideration for and as a condition of his or her continued employment as an employee (the "**Employee**") of **MacroGenics, Inc.** (the "**Company**"), hereby agrees with the Company as follows:



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3. Assignment of Inventions.

(a) The Employee expressly agrees to assign and does hereby assign to Company his or her entire right, title, and interest in and to any designs, developments, trade secrets, technical specifications and technical data, methods, techniques, systems, processes, know-how and show-how, customer and supplier lists, marketing plans, pricing policies, inventions, concepts, ideas, works of authorship, expressions, discoveries, documentation, formulas, software, and improvements, derivatives, or modifications in any of the foregoing, (whether or not patentable or registered under copyright, trademark or similar statutes, or subject to analogous protection) authored, created, made, conceived and/or reduced to practice, in whole or in part by the Employee, solely or jointly with others, during the term of this Agreement, and which relate to or arise out of his or her employment with the Company or the business or reasonably anticipated business of the Company (hereafter, "Inventions"). The Employee agrees that all works of authorship, whether copyrightable or not, shall be works for hire and shall be solely owned by the Company.

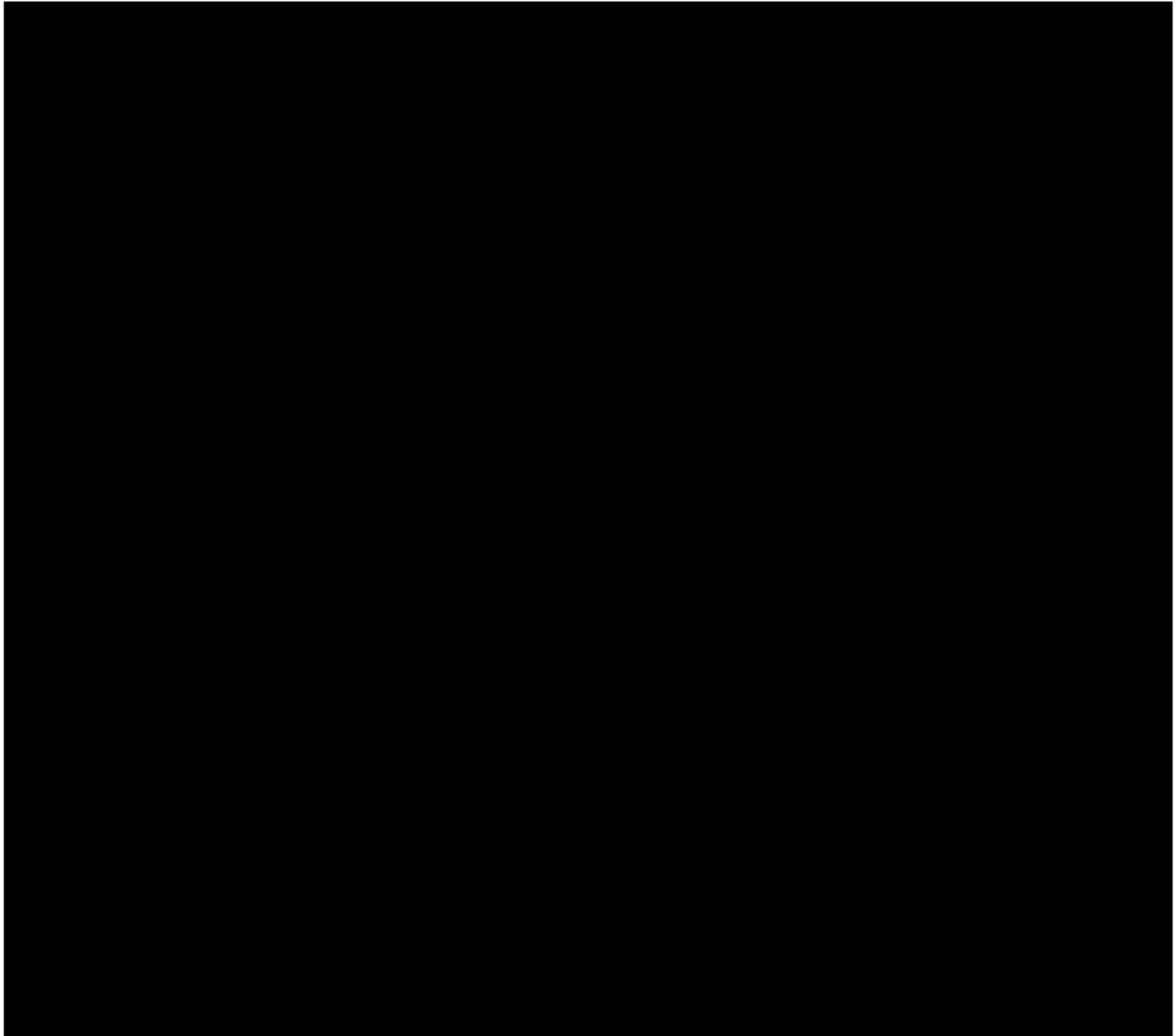
(b) The Employee agrees that he or she will promptly disclose to the Company any and all Inventions, and that during the Employee's employment or at any time thereafter, upon request of the Company, the Employee will sign, execute and deliver any and all documents or instruments, including, without limitation, patent applications, declarations, invention assignments and copyright assignments, and will take any other action which the Company shall deem necessary to perfect in the Company trademark, copyright or patent rights with respect to Inventions, or to otherwise protect the Company's trade secrets and proprietary interests. The Company agrees to pay reasonable fees and expenses or other costs incurred by the Employee for any assistance rendered to the Company pursuant to this Section 3.

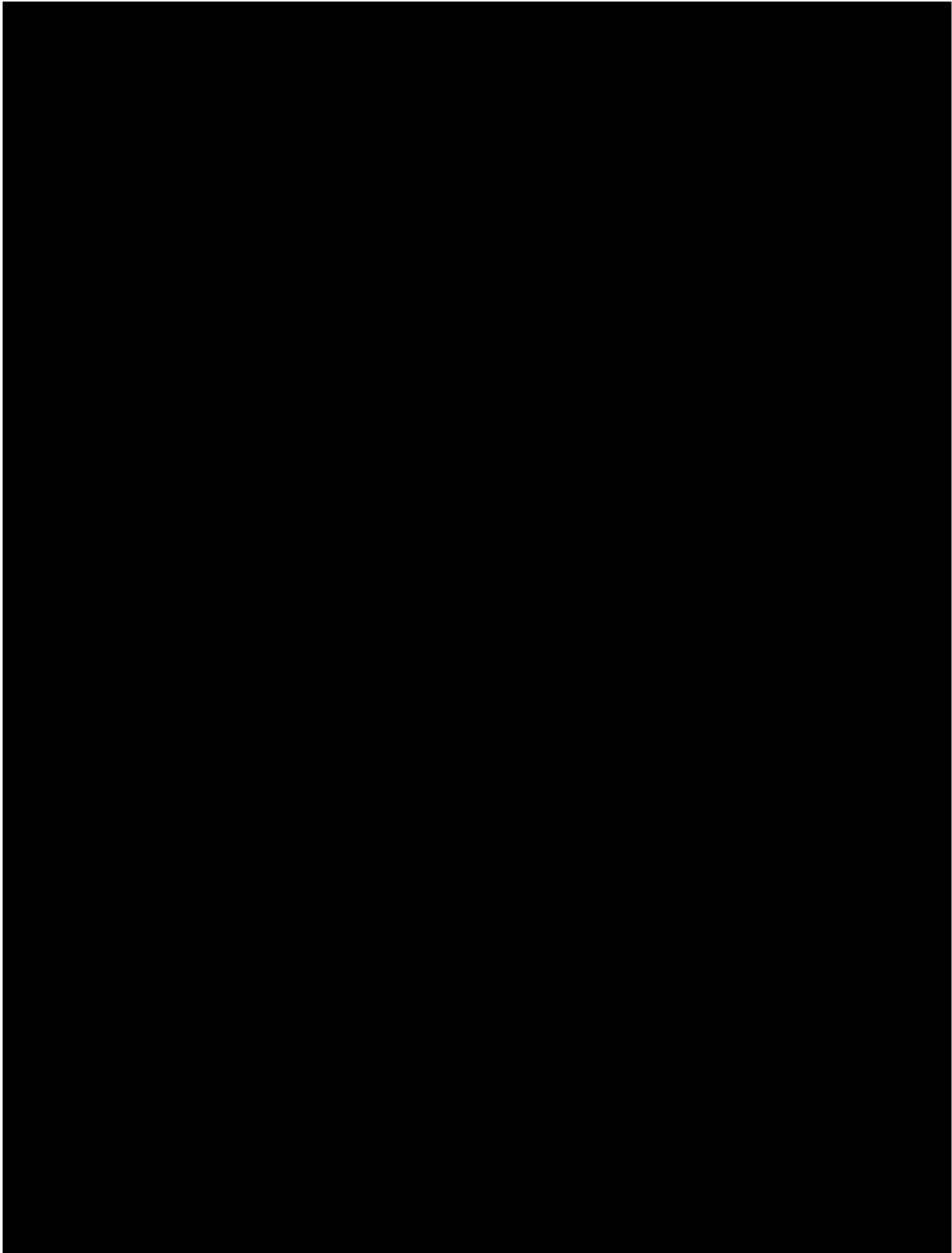
(c) In the event the Company is unable, after reasonable effort, to secure the Employee's signature on any letters patent or patent application (whether foreign or domestic), copyright or other analogous protection relating to the Inventions, whether because of the Employee's physical or mental incapacity or for any other reason whatsoever, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officer and agent as the Employee's agent and attorney-in-fact (which designation and appointment is irrevocable and shall be deemed coupled with an interest and shall survive the Employee's death or incapacity), to act for and in the Employee's behalf and stead to execute and file any

application for patent, copyright, or other analogous protection and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or other analogous protection in the name of the Company with the same legal force and effect as if executed by the Employee.

(d) The Employee's obligation to assign Inventions shall not apply to any invention that the Employee can prove: (i) was developed entirely on the Employee's own time and effort without using the Company's equipment, supplies, facilities, trade secrets or confidential information; (ii) does not relate to the business of the Company or to the Company's actual or anticipated research and development activities; and (iii) did not result from any work performed by the Employee for the Company.

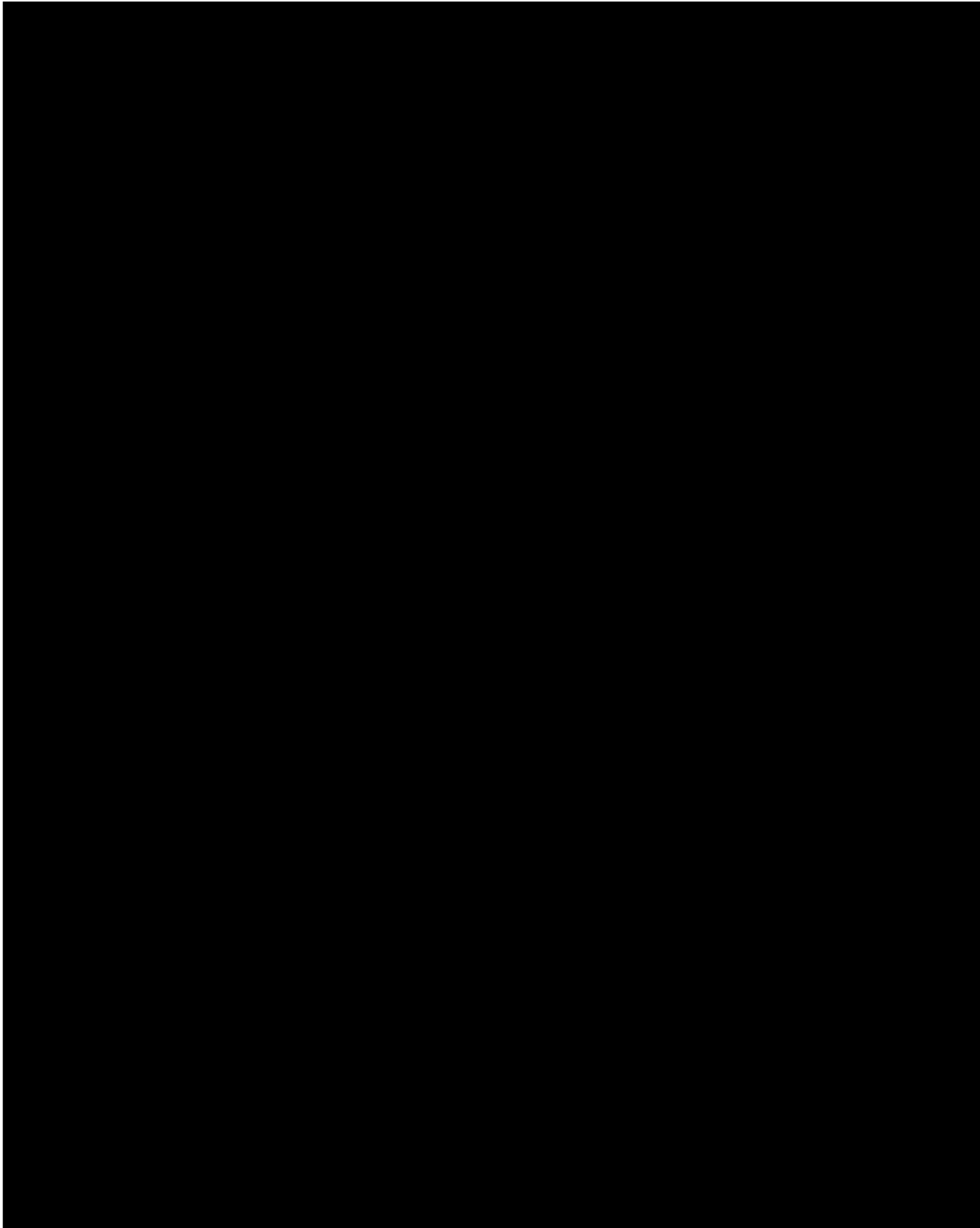
(e) Absent any other agreements with the Company, the obligations of the Employee under this Section 3 shall continue beyond the termination of the Employee's employment with respect to Inventions.





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15. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and the Employee relating to the subject matter hereof and supersedes all prior discussions, agreements and understandings, written or oral, between the Company and the Employee respecting the subject matter hereof. Any subsequent change or changes in the Employee's duties, role, compensation or status will not affect the validity or scope of this Agreement.

IN WITNESS WHEREOF, the undersigned Employee and the Company have executed this Agreement as of the date set forth below.

MACROGENICS, INC.

By: Robert F. O'Leary

Title: Asst Director, HR & Admin

Dated: 5/21/03

EMPLOYEE:

Neeldine Tuillon
Signature of Employee

Neeldine Tuillon
Print Name of Employee

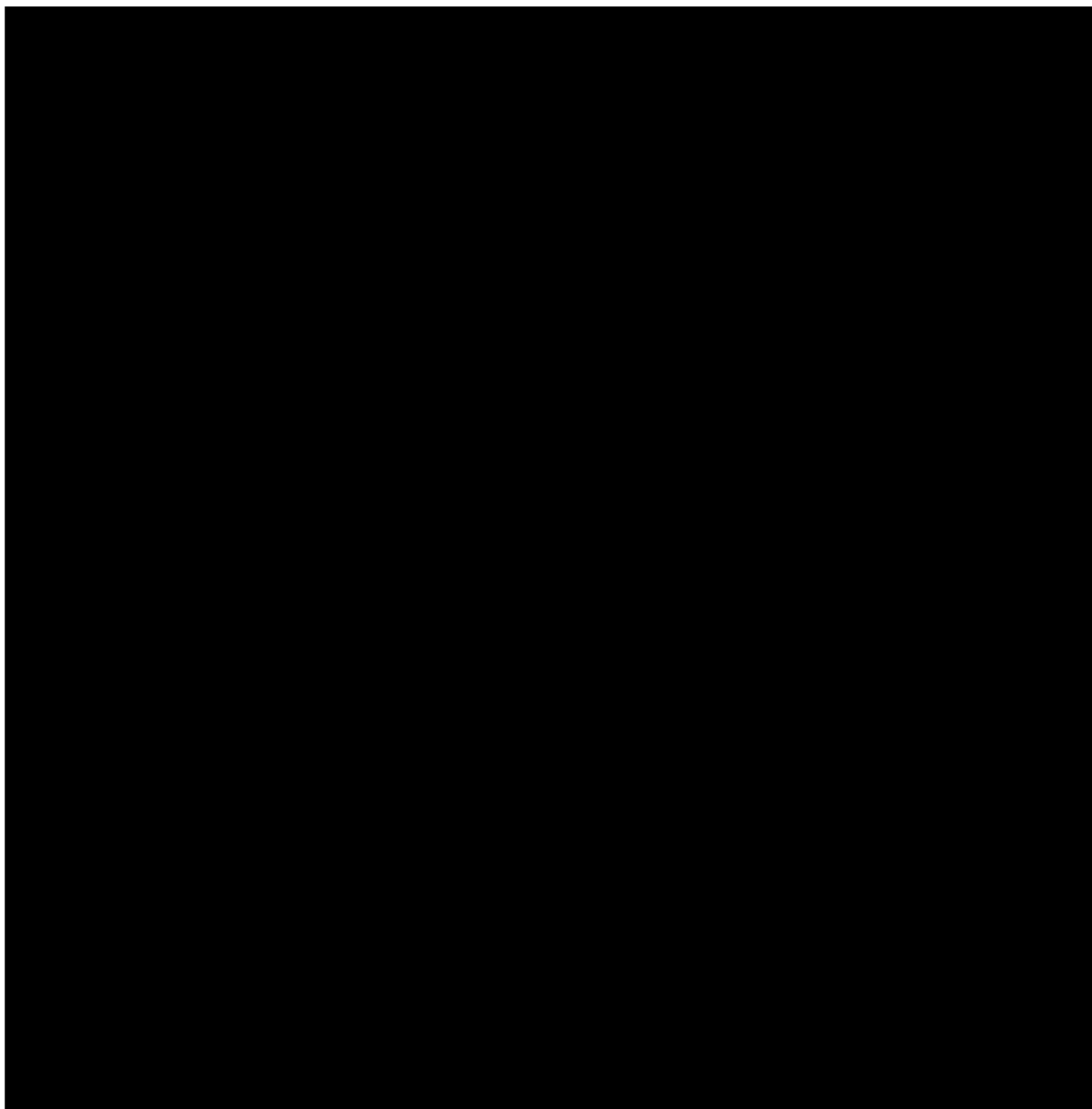
MACROGENICS

1500 East Gude Drive
Rockville, Maryland 20850

MacroGenics, Inc.

EMPLOYEE AGREEMENT

The undersigned, CHRISTOPHER T. RANKIN in consideration for and as a condition of his or her continued employment as an employee (the "Employee") of **MacroGenics, Inc.** (the "Company"), hereby agrees with the Company as follows:



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3. Assignment of Inventions.

(a) The Employee expressly agrees to assign and does hereby assign to Company his or her entire right, title, and interest in and to any designs, developments, trade secrets, technical specifications and technical data, methods, techniques, systems, processes, know-how and show-how, customer and supplier lists, marketing plans, pricing policies, inventions, concepts, ideas, works of authorship, expressions, discoveries, documentation, formulas, software, and improvements, derivatives, or modifications in any of the foregoing, (whether or not patentable or registered under copyright, trademark or similar statutes, or subject to analogous protection) authored, created, made, conceived and/or reduced to practice, in whole or in part by the Employee, solely or jointly with others, during the term of this Agreement, and which relate to or arise out of his or her employment with the Company or the business or reasonably anticipated business of the Company (hereafter, "**Inventions**"). The Employee agrees that all works of authorship, whether copyrightable or not, shall be works for hire and shall be solely owned by the Company.

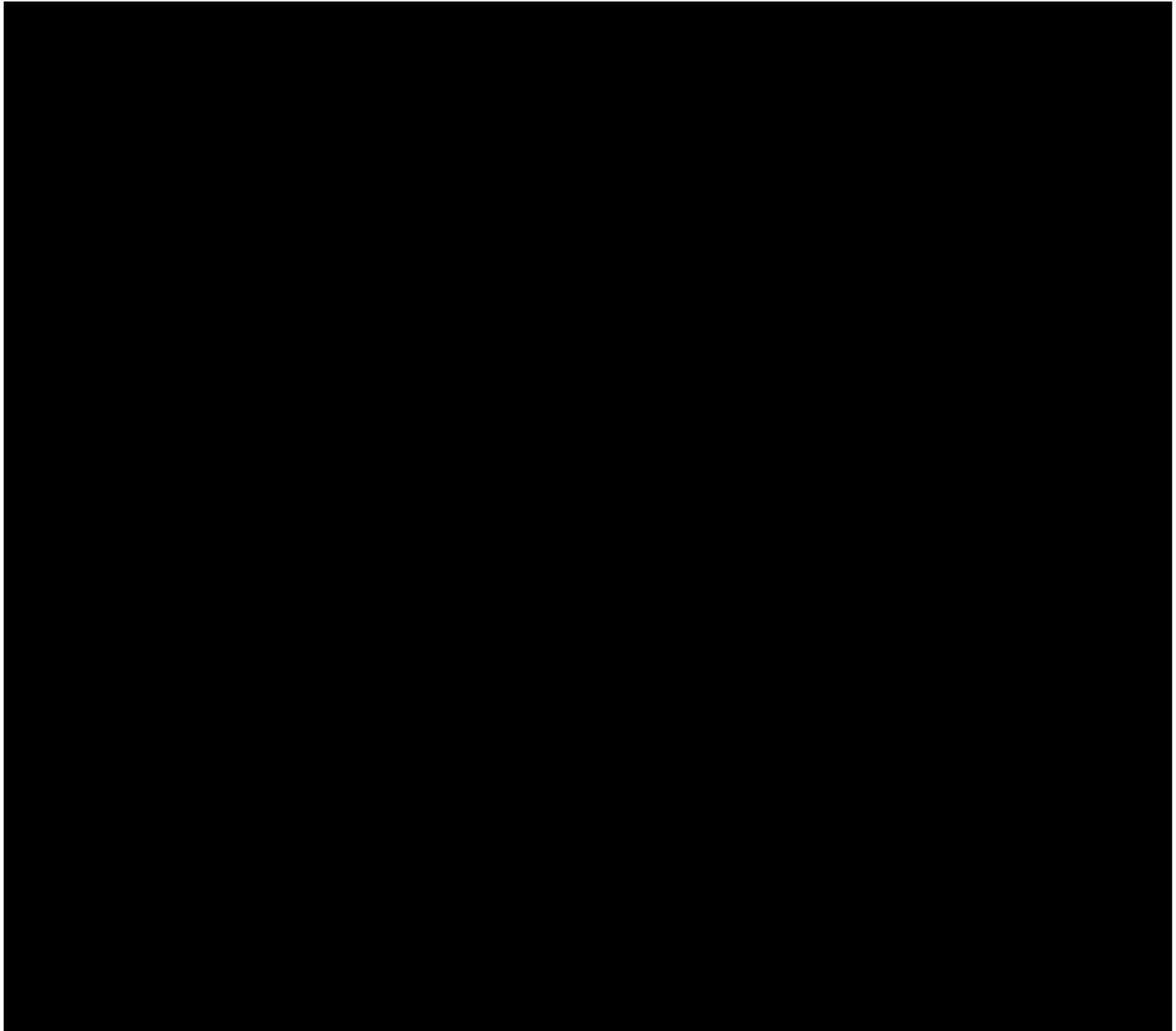
(b) The Employee agrees that he or she will promptly disclose to the Company any and all Inventions, and that during the Employee's employment or at any time thereafter, upon request of the Company, the Employee will sign, execute and deliver any and all documents or instruments, including, without limitation, patent applications, declarations, invention assignments and copyright assignments, and will take any other action which the Company shall deem necessary to perfect in the Company trademark, copyright or patent rights with respect to Inventions, or to otherwise protect the Company's trade secrets and proprietary interests. The Company agrees to pay reasonable fees and expenses or other costs incurred by the Employee for any assistance rendered to the Company pursuant to this Section 3.

(c) In the event the Company is unable, after reasonable effort, to secure the Employee's signature on any letters patent or patent application (whether foreign or domestic), copyright or other analogous protection relating to the Inventions, whether because of the Employee's physical or mental incapacity or for any other reason whatsoever, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officer and agent as the Employee's agent and attorney-in-fact (which designation and appointment is irrevocable and shall be deemed coupled with an interest and shall survive the Employee's death or incapacity), to act for and in the Employee's behalf and stead to execute and file any

application for patent, copyright, or other analogous protection and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or other analogous protection in the name of the Company with the same legal force and effect as if executed by the Employee.

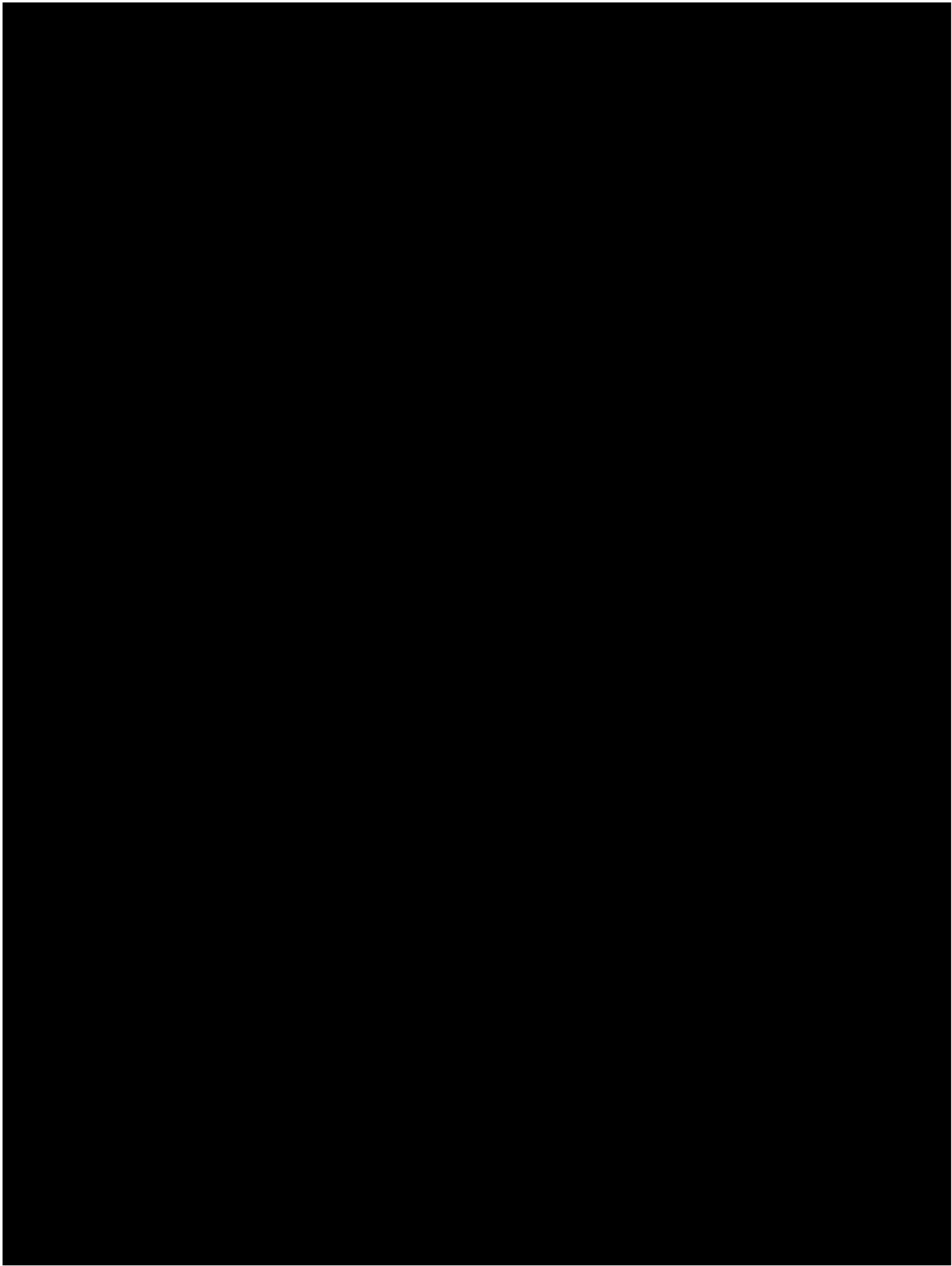
(d) The Employee's obligation to assign Inventions shall not apply to any invention that the Employee can prove: (i) was developed entirely on the Employee's own time and effort without using the Company's equipment, supplies, facilities, trade secrets or confidential information; (ii) does not relate to the business of the Company or to the Company's actual or anticipated research and development activities; and (iii) did not result from any work performed by the Employee for the Company.

(e) Absent any other agreements with the Company, the obligations of the Employee under this Section 3 shall continue beyond the termination of the Employee's employment with respect to Inventions.



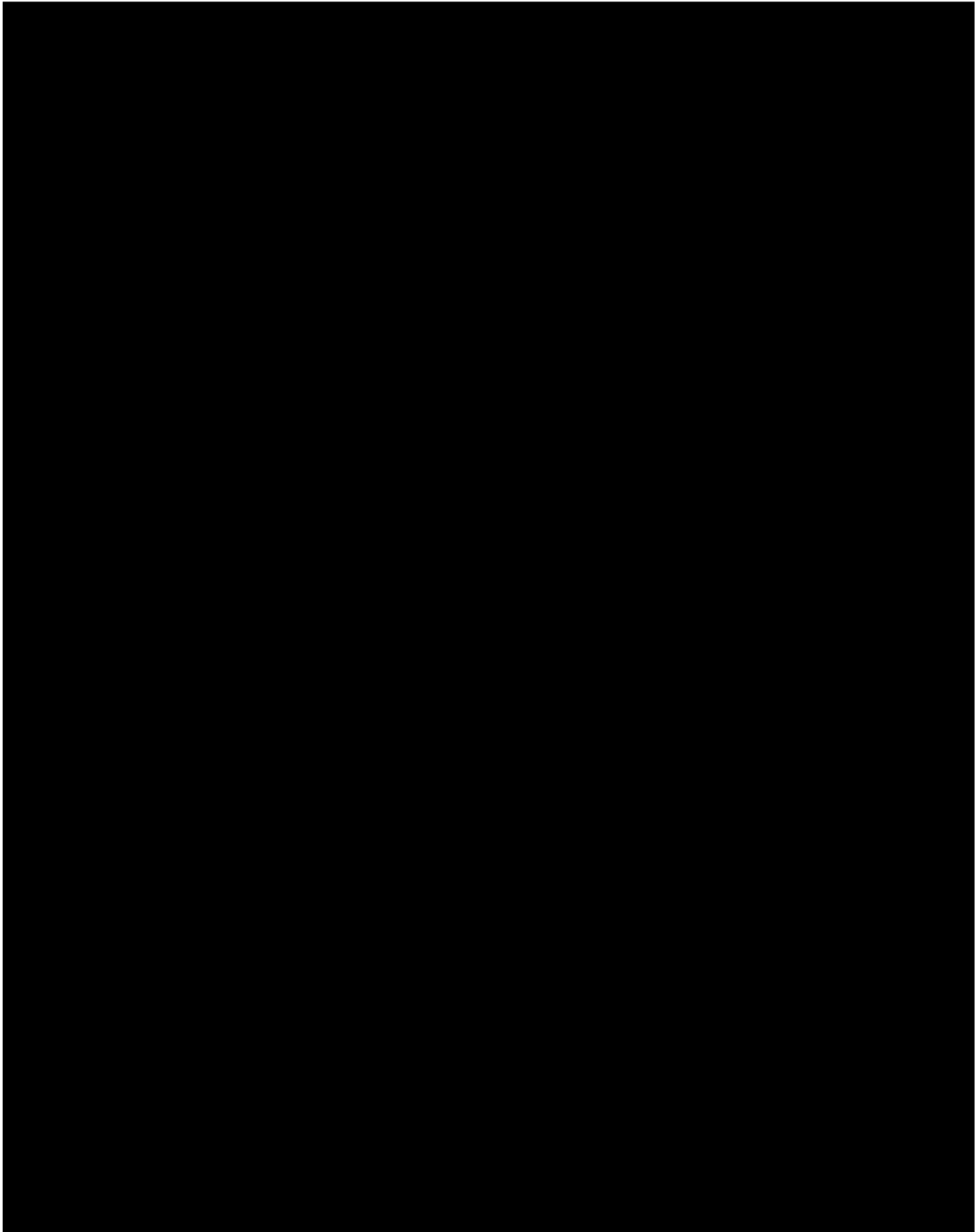
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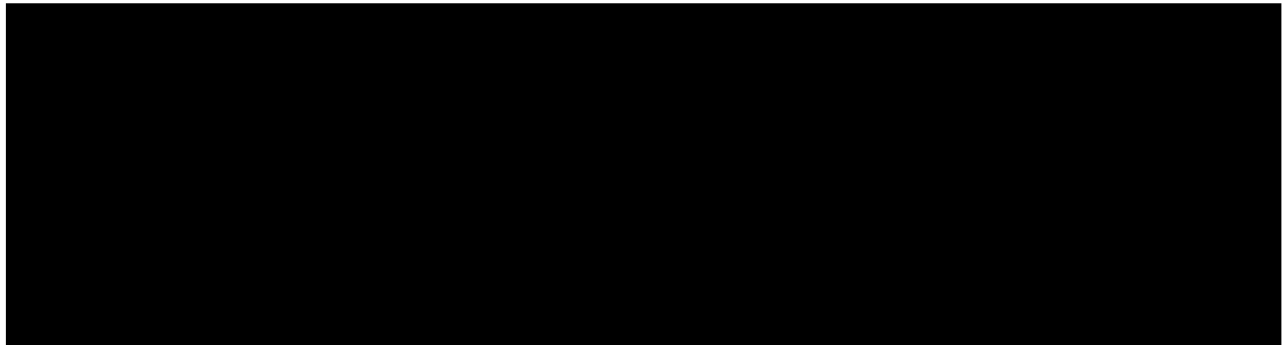
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15. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and the Employee relating to the subject matter hereof and supersedes all prior discussions, agreements and understandings, written or oral, between the Company and the Employee respecting the subject matter hereof. Any subsequent change or changes in the Employee's duties, role, compensation or status will not affect the validity or scope of this Agreement.

IN WITNESS WHEREOF, the undersigned Employee and the Company have executed this Agreement as of the date set forth below.

MACROGENICS, INC.

EMPLOYEE:

By: Robert F. O'bat

 4/1/2003
Signature of Employee

Title: Asst. Director, HR + Admin

CHRISTOPHER T. RANKIN
Print Name of Employee

Dated: 5/16/03