

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2604473

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>SURJIT BHIMARAO DIXIT</td> <td>09/17/2013</td> </tr> <tr> <td>GORDON YIU KON NG</td> <td>09/17/2013</td> </tr> <tr> <td>THOMAS SPRETER VON KREUDENSTEIN</td> <td>09/17/2013</td> </tr> </tbody> </table>		Name	Execution Date	SURJIT BHIMARAO DIXIT	09/17/2013	GORDON YIU KON NG	09/17/2013	THOMAS SPRETER VON KREUDENSTEIN	09/17/2013		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>ZYMEWORKS INC.</td> </tr> <tr> <td>Street Address:</td> <td>540 -1385 WEST 8TH AVENUE</td> </tr> <tr> <td>City:</td> <td>VANCOUVER, B.C.</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>V6H 3V9</td> </tr> </table>		Name:	ZYMEWORKS INC.	Street Address:	540 -1385 WEST 8TH AVENUE	City:	VANCOUVER, B.C.	State/Country:	CANADA	Postal Code:	V6H 3V9
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (650)493-6811</p> <p>Phone: (650) 493-9300</p> <p>Email: patentdocket@wsgr.com, randico@wsgr.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: WILSON SONSINI GOODRICH & ROSATI</p> <p>Address Line 1: 650 PAGE MILL ROAD</p> <p>Address Line 4: PALO ALTO, CALIFORNIA 94304</p>											
ATTORNEY DOCKET NUMBER:	40252-715.201										
NAME OF SUBMITTER:	ROSE ANDICO										
Signature:	/Rose Andico/										
Date:	11/05/2013										
<p>Total Attachments: 2</p> <p>source=40252-715-201-Executed-Assignment#page1.tif</p> <p>source=40252-715-201-Executed-Assignment#page2.tif</p>											

CH \$40.00 13927065

WHEREAS, the undersigned:

1. DIXIT, Surjit Bhimarao
51, 11651 Kingfisher Drive
Richmond, BC, V7E 3N5
Canada

2. NG, Gordon Yiu Kon
1535 West 64th Avenue
Vancouver, BC, V6P 2N8
Canada

3. SPRETER VON KREUDENSTEIN, Thomas
1007-1330 Harwood Str.
Vancouver, BC, V6E 1S8
Canada

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

**PROCESS AND METHODS FOR EFFICIENT MANUFACTURING
OF HIGHLY PURE ASYMMETRIC ANTIBODIES IN MAMMALIAN CELLS**

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 13/927,065 was filed on June 25, 2013 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, Zymeworks Inc., a private entity having a place of business at 540 - 1385 West 8th Avenue, Vancouver, BC, V6H 3V9, Canada, (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: Sept 17, 2013 [Signature]
DIXIT, Surjit Bhimarao

Witness: [Signature]
Typed or Handwritten Name of Witness: N. KURIKALOSE

Date: Sept 17, 2013 [Signature]
NG, Gordon Yiu Kon

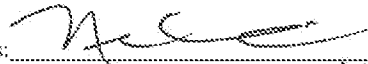
Witness: [Signature]
Typed or Handwritten Name of Witness: N. KURIKALOSE

PATENT ASSIGNMENT

Docket Number 40252-715.201

14. Sept 2013
Date: 14. Sept 2013

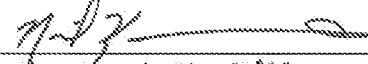
SPREITER VON KREUDENSTEIN, Thomas

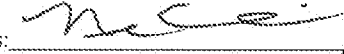
Witness: 
Typed or Handwritten Name of Witness: N. KURIAKOSE

RECEIVED AND AGREED TO BY ASSIGNEE:

ZYMEWORKS INC.

Date: SEPT 23, 2013

By: 
Name: NEIL A. KLOMPAS
Title: CHIEF FINANCIAL OFFICER

Witness: 
Typed or Handwritten Name of Witness: N. KURIAKOSE