

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3196127

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LUC ROLAND DESNOYERS	12/16/2014
	TONY W. LIANG	12/22/2014
	ANNIE YANG WEAVER	12/16/2014
RECEIVING PARTY DATA		
Name:	CYTOMX THERAPEUTICS, INC.	
Street Address:	343 OYSTER POINT BLVD.	
Internal Address:	SUITE 100	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080-1913	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	14567467
	PCT Number:	US2014069747
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-937-2300	
Email:	ddoyle@cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVENUE, SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	CYTM-033/001US	
NAME OF SUBMITTER:	JENNIFER A. KARNAKIS	
SIGNATURE:	/Jennifer A. Karnakis/	
DATE SIGNED:	01/23/2015	
Total Attachments: 7		
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ASSIGNMENT

LUC ROLAND DESNOYERS, TONY W. LIANG and ANNIE YANG WEAVER (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **ANTIBODIES THAT BIND ACTIVATABLE ANTIBODIES AND METHODS OF USE THEREOF**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. _____, and filed on _____;
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 14/567,467, and filed on December 11, 2014;
- (3) ☒ PCT application
 - (a) ☒ bearing Application No. PCT/US2014/069747, and filed on December 11, 2014

WHEREAS, CytomX Therapeutics, Inc., having its principal place of business at **343 Oyster Point Blvd., Suite 100, South San Francisco, CA 94080-1913** (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1) (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention,

the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the applications for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application(s) for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application(s) for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12/16/2014

By: [Signature]
LUC ROLAND DESNOYERS

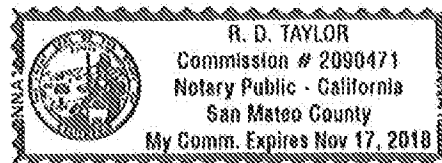
State of California
County of San Mateo

On 16 Dec 2014, before me, Rebecca Taylor, Notary Public, personally appeared Luc Roland Desnoyers, 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]
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 17 Nov 2018

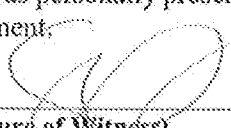
Date: Dec/22/2014

By: 

TONY W. LIANG

IN WITNESS WHEREOF, I, JENNIFER CHENG, hereby declare
(Printed Name of Witness)

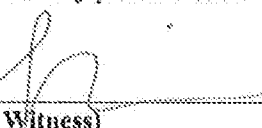
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Dec. 22, 2014

IN WITNESS WHEREOF, I, Jennifer Garrison, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Dec. 22, 2014

Date: 12/16/14

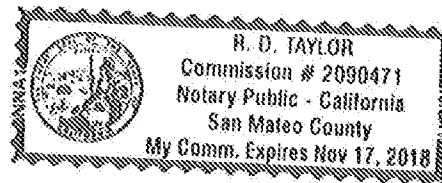
By: *[Signature]*
ANNIE YANG WEAVER

State of California
County of San Mateo

On 16 Dec 2014, before me, Rebecca Taylor,
Notary Public, personally appeared Annie Yang Weaver,
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]
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 17 Nov 2018

Date: 1/20/15By: SEAN MCCARTHY

Name: Sean McCarthy

Title: C.E.O.

CytomX Therapeutics, Inc.

State of California
County of San Mateo

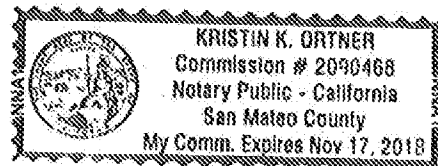
On January 20, 2015, before me, Kristin K. Ortner,
Notary Public, personally appeared Sean A. McCarthy,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their 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.

Kristin K. Ortner

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: Nov 17, 2018

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