#### 503199142 02/27/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3245759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
KLAUS KOEFOED	05/20/2014
MAGNUS STRANDH	05/20/2014
PETER S. ANDERSEN	05/19/2014

# **RECEIVING PARTY DATA**

Name:	SYMPHOGEN A/S	
Street Address:	ELEKTROVEJ BUILDING 375	
City:	LYNGBY	
State/Country:	DENMARK	
Postal Code:	DK-2800	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	14284619
PCT Number:	US2014039113

# CORRESPONDENCE DATA

Fax Number: (650)952-9881

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.

Phone: (650) 467-4255

docketing-d@gene.com, ely@gene.com Email:

**Correspondent Name: ALEX ANDRUS** Address Line 1: 1 DNA WAY

Address Line 4: SOUTH SAN FRANCISCO, CALIFORNIA 94080

ATTORNEY DOCKET NUMBER:	P5537R1-US/WO
NAME OF SUBMITTER:	ALEX ANDRUS
SIGNATURE:	/ALEX ANDRUS/
DATE SIGNED:	02/27/2015

# **Total Attachments: 4**

source=P5537R1\_Assignment\_Symphogen\_Inventors#page1.tif source=P5537R1 Assignment Symphogen Inventors#page2.tif source=P5537R1\_Assignment\_Symphogen\_Inventors#page3.tif

source=P5537R1\_Assignment\_Symphogen\_Inventors#page4.tif

Docket No. P5537R1

### **ASSIGNMENT**

WHEREAS, Klaus Koefoed, Magnus Strandh, and Peter S. Andersen (each an "ASSIGNOR"), have invented a new and useful invention in

#### ANTI-WALL TEICHOIC ANTIBODIES AND CONJUGATES

for which United States non-provisional application Serial No.  $\frac{14/284,619}{95537R1-US}$  has been filed on  $\frac{May}{22}$ ,  $\frac{2014}{1}$ ; and

for which International patent application No.  $\frac{PCT/US014/039113}{Docket No.}$  (Docket No.  $\frac{PS537R1-WO}{Docket}$ ) has been filed on  $\frac{May}{22}$ ,  $\frac{2014}{2014}$ 

which claim priority to United States provisional patent application Serial No. 61/829.456 (Docket No. PR6537) filed on May 31, 2013; and

WHEREAS, SYMPHOGEN A/S, having a place of business at Elektrovej Building 375, DK-2800 Lyngby, Denmark is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the undersigned ASSIGNOR(S) have and do hereby sell, assign, transfer and set over unto said SYMPHOGEN A/S, its successors and assigns, the undersigned ASSIGNOR(S)' full and exclusive right, title and interest, including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all applications filed and Letters Patents granted and issued therefor, or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said SYMPHOGEN A/S, in accordance with this Assignment.

The undersigned ASSIGNOR(S) covenant and agree to cooperate with SYMPHOGEN A/S, to enable said SYMPHOGEN A/S to enjoy to the fullest extent the undersigned ASSIGNOR(S) right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the undersigned ASSIGNOR(S) includes 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 SYMPHOGEN A/S, (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filling and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the undersigned ASSIGNOR(S) in providing such cooperation shall be paid for by said SYMPHOGEN A/S.

Assignor and Assignee hereby authorize Genentech, Inc., and their representatives and assigns to insert the application number and filing date information when they become known.

The terms and covenants of this assignment shall inure to the benefit of said SYMPHOGEN A/S, its successors, assigns and other legal representatives, and shall be binding upon the undersigned ASSIGNOR(S), their respective heirs, legal representatives and assigns.

The undersigned ASSIGNOR(S) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

May 20, 2019

May 20, 2014

IN WITNESS WHEREOF I/we undersign as follows:

Klaus 8	cefoed
Mailing	address:

Elektrovej Building 375 DK-2800 Lyngby

Citizenship: DK

Magnus Strandh" Mailing address:

Elektrovej Building 375

DK-2800 Lyngby

Citizenship: SE

Peter S. Andersen

Mailing address:

Elektrovej Building 375

DK-2800 Lyngby

Citizenship: DK

Page 2 of 2

Date

Docket No. P5537R1

#### **ASSIGNMENT**

WHEREAS, Klaus Koefoed, Magnus Strandh, and Peter S. Andersen (each an "ASSIGNOR"), have invented a new and useful invention in

#### ANTI-WALL TEICHOIC ANTIBODIES AND CONJUGATES

for which United States non-provisional application Serial No.  $\frac{14/284,619}{95537R1-US}$  has been filed on  $\frac{May}{22}$ ,  $\frac{2014}{1}$ ; and

for which International patent application No. PCT/US014/039113 (Docket No. <u>P5537R1-WO</u>) has been filed on May 22, 2014 1;

which claim priority to United States provisional patent application Serial No. 61/829.456 (Docket No. PR6537) filed on May 31, 2013; and

WHEREAS, SYMPHOGEN A/S, having a place of business at Elektrovej Building 375, DK-2800 Lyngby, Denmark is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor:

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the undersigned ASSIGNOR(S) have and do hereby sell, assign, transfer and set over unto said SYMPHOGEN A/S, its successors and assigns, the undersigned ASSIGNOR(S)' full and exclusive right, title and interest, including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all applications filed and Letters Patents granted and issued therefor, or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said SYMPHOGEN A/S, in accordance with this Assignment.

The undersigned ASSIGNOR(S) covenant and agree to cooperate with SYMPHOGEN A/S, to enable said SYMPHOGEN A/S to enjoy to the fullest extent the undersigned ASSIGNOR(S) right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the undersigned ASSIGNOR(S) includes 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 SYMPHOGEN A/S, (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filling and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the undersigned ASSIGNOR(S) in providing such cooperation shall be paid for by said SYMPHOGEN A/S.

Assignor and Assignee hereby authorize Genentech, Inc., and their representatives and assigns to insert the application number and filing date information when they become known.

The terms and covenants of this assignment shall inure to the benefit of said SYMPHOGEN A/S, its successors, assigns and other legal representatives, and shall be binding upon the undersigned ASSIGNOR(S), their respective heirs, legal representatives and assigns.

The undersigned ASSIGNOR(S) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date

Date

Date

19-MAY-2014

IN WITNESS WHEREOF I/we undersign as follows;

Klaus Koefoed

Mailing address:

Elektrovej Building 375 DK-2800 Lyngby

Citizenship: DK

Magnus Strandh

Mailing address:

Elektrovej Building 375 DK-2800 Lyngby

Citizenship: SE

Peter S. Andersen

Mailing address:

Elektrovej Building 375

DK-2800 Lyngby

Citizenship: DK

Page 2 of 2

**RECORDED: 02/27/2015**