

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3312731

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RAJENDRA JAIN	10/01/2007
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MEDIVATION, INC.	
<b>Street Address:</b>	201 SPEAR STREET	
<b>Internal Address:</b>	3RD FLOOR	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94105	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13579911
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(858)720-5125	
<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>		
<b>Phone:</b>	(858) 314-5450	
<b>Email:</b>	lguillermo@mofo.com	
<b>Correspondent Name:</b>	LISA N. SILVERMAN	
<b>Address Line 1:</b>	MORRISON & FOERSTER LLP	
<b>Address Line 2:</b>	12531 HIGH BLUFF DRIVE, SUITE 100	
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130-2040	
<b>ATTORNEY DOCKET NUMBER:</b>	559592005700	
<b>NAME OF SUBMITTER:</b>	LISA N. SILVERMAN	
<b>SIGNATURE:</b>	/Lisa N. Silverman/	
<b>DATE SIGNED:</b>	04/15/2015	
<b>Total Attachments: 7</b>		
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**PATENT**

**REEL: 035419 FRAME: 0651**

**MEDIVATION, INC.**  
**CONSULTING AGREEMENT**

This Consulting Agreement ("**Agreement**") is made and entered into as of October 1, 2007 by and between Medivation, Inc., a Delaware corporation and/or its subsidiaries, affiliates, successors and assigns (together, the "**Company**"), and Rajendra Jain ("**Consultant**" and, together with the Company, the "**Parties**"). The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company and Consultant is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

**1.     Consulting Relationship**

During the term of this agreement, Consultant will provide consulting services (the "**Services**") to the Company as described on Exhibit A attached to this Agreement. Consultant shall use Consultant's best efforts to perform the Services in a manner satisfactory to the Company.

**2.     Fees**

As consideration for the Services to be provided by Consultant and other obligations, the Company will compensate Consultant as described in Exhibit A to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 5. Ownership

(a) Inventions. Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets (collectively, "**Inventions**") conceived, made or discovered by Consultant, solely or in collaboration with others, in performing the Services hereunder (collectively, "**Company Inventions**"), are the sole property of the Company. Consultant agrees to assign (or cause to be assigned) and does hereby assign fully to the Company all such Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

(b) Assistance. Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions,

and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Consultant further agrees that Consultant's obligation to execute or cause to be executed, when it is in Consultant's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

(c) License. Consultant agrees that if in the course of performing the Services, Consultant incorporates into any Company Invention any invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Company Invention.

(d) Agent. Consultant agrees that if the Company is unable because of Consultant's unavailability for any reason to secure Consultant's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company above, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and in Consultant's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Consultant.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(a) Commencement. This Agreement will commence on October 16, 2007 and will continue until final completion of the Services or as otherwise set forth on Exhibit A, unless terminated as provided in Section 8(b).

(c) Survival. Upon such termination, all rights and duties of the parties toward each other shall cease except:

(ii) Sections 4, 5, 8(c), 11 and 12 shall survive termination of this Agreement.

[illegible]

[REDACTED]

12. Miscellaneous

(a) Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) Entire Agreement. This Agreement, including the Exhibit(s) hereto, constitutes the entire agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(d) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to its principles of conflict of laws.

(e) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONSULTANT**

Signature: 

Name: RAJENDRA JAIN  
(Start Date 16th Oct 2007)

SSN: \_\_\_\_\_

Address: 13, MAHAVIR PARK  
MARKET YARD  
PUNE 411037, INDIA

Phone: +91 9960638540

Fax: \_\_\_\_\_

**COMPANY**

Signature: 

Name: C. Patrick Machado

Title: CEO

201 Spear Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94105

(415) 543-3470

(415) 543-3411



EXHIBIT A

1. Services. Consultant will render to the Company the following Services: services reasonably requested by the Company in the buildout, oversight, staffing, operations and management of a chemistry laboratory facility located in India.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]