

<b>PATENT ASSIGNMENT COVER SHEET</b>
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 Stylesheet Version v1.2

EPAS ID: PAT3643642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEPHEN JAMES MOORE	10/08/2015
MARGARET THY LUU NGUYEN	10/08/2015
DANIEL ROBERT HOSTETTER	10/08/2015
OLGA VASILJEVA	10/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CYTOMX THERAPEUTICS, INC.
<b>Street Address:</b>	343 OYSTER POINT BLVD., SUITE 100
<b>City:</b>	SOUTH SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94080-1913
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14610468
<b>PCT Number:</b>	US2015013776
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	617-937-2388
<b>Email:</b>	zpatdcdocketing@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	CYTM-034/001US & 001WO
<b>NAME OF SUBMITTER:</b>	JENNIFER A. KARNAKIS
<b>SIGNATURE:</b>	/Jennifer A. Karnakis/
<b>DATE SIGNED:</b>	12/04/2015
<b>Total Attachments: 8</b>	

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## ASSIGNMENT

**STEPHEN JAMES MOORE, MARGARET THY LUU NGUYEN, DANIEL R. HOSTETTER AND OLGA VASILJEVA** (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: **MATRIPTASE AND U-PLASMINOGEN ACTIVATOR SUBSTRATES AND OTHER CLEAVABLE MOIETIES 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.14/610,468, and filed on **January 30, 2015; and**
- (3)  PCT application
  - (a)  bearing Application No. **PCT/US2015/013776**, and filed on **January 30, 2015**.

**WHEREAS, CytomX Therapeutics, Inc.**, a corporation 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: 10/2/2015

By: [Signature]  
STEPHEN JAMES MOORE

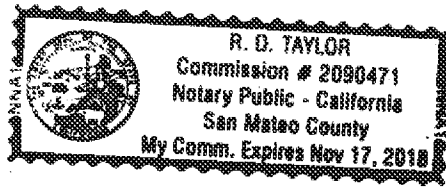
State of California  
County of San Mateo

On Oct 8<sup>th</sup>, 2015, before me, Rebecca Taylor,  
Notary Public, personally appeared Stephen Moore,  
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: Nov 17, 2018

Date: 08 Oct 2015

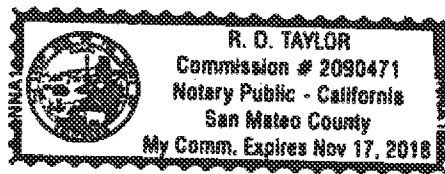
By: *Margaret Nguyen*  
MARGARET THY LUU NGUYEN

State of California  
County of San Mateo

On Oct 8<sup>th</sup>, 2015, before me, Rebecca Taylor,  
Notary Public, personally appeared Margaret Nguyen,  
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.



*R. D. Taylor*  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Nov 17, 2018

Date: 10-8-2015

By: *Daniel Robert Hostetter*  
**DANIEL ROBERT HOSTETTER**

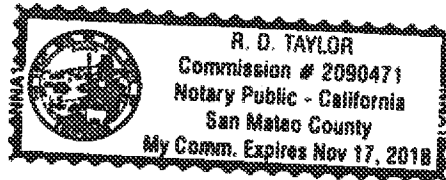
State of California  
County of San Mateo

On Oct 8<sup>th</sup>, 2015, before me, Rebecca Taylor,  
Notary Public, personally appeared Daniel Hostetter,  
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.

*R. D. Taylor*  
Signature of Notary Public




Place Notary Seal Above

My Commission Expires: Nov 17, 2018



Date: 10/15/2015

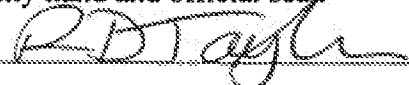
By:   
**OLGA VASILJEVA**

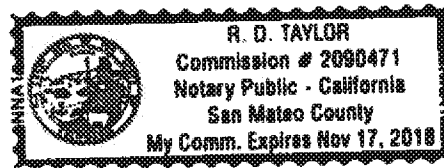
State of California  
County of San Mateo

On Oct 15, 2015, before me, Rebecca Taylor,  
Notary Public, personally appeared Olga Vasiljeva,  
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 of Notary Public



Place Notary Seal Above

My Commission Expires: Nov 17, 2018

Date: 9 November 2015

By: Carol Talkington Verser

Name: Carol Talkington Verser

Title: Vice President, Intellectual Property  
CytomX Therapeutics, Inc.

State of California  
County of San Mateo

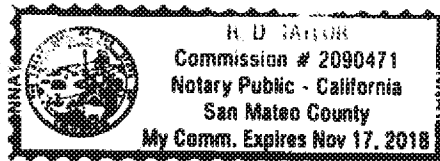
On Nov 9, 2015, before me, Rebecca Taylor,  
Notary Public, personally appeared Carol Verser,

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.

R D Taylor  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: Nov 17, 2018

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