### 503762707 03/31/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3809354

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
YONGKE ZHANG	03/29/2016
XIAODONG YANG	03/04/2016
GUO-LIANG YU	02/18/2016
WEIMIN ZHU	02/27/2016

### **RECEIVING PARTY DATA**

Name:	APEXIGEN, INC.
Street Address:	75 SHOREWAY ROAD
Internal Address:	SUITE C
City:	SAN CARLOS
State/Country:	CALIFORNIA
Postal Code:	94070

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14776248

### **CORRESPONDENCE DATA**

Fax Number: (202)842-7899

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: (206) 4528700

Email: ALEUZZI@COOLEY.COM

**Correspondent Name: COOLEY LLP** 

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WASHINGTON, D.C. 20004 Address Line 4:

ATTORNEY DOCKET NUMBER:	APEX-014/01US 315697-2104
NAME OF SUBMITTER:	ALEX LEUZZI
SIGNATURE:	/Alex Leuzzi/
DATE SIGNED:	03/31/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

**PATENT REEL: 038156 FRAME: 0863** 

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PATENT REEL: 038156 FRAME: 0864

### COMBINED DECLARATION AND ASSIGNMENT

As below named inventors, Yongke ZHANG, Xiaodong YANG, Guo-Liang YU and Weimin ZHU, (each referred to as "Assignor") having made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>ANTI-RANKL ANTIBODIES AND METHODS OF USE</u>, and which is a:

(1)	provisional application  (a)  to be filed herewith; or  (b)  bearing Application No. , and filed on ;
(2)	<ul> <li>⊠ non-provisional application</li> <li>(a) ☐ to be filed herewith; or</li> <li>(b) ☐ bearing Application No. 14/776,248, and filed on September 14, 2015; or</li> </ul>
(3)	☐ PCT application  (a) ☐ bearing Application No. , and filed on .

WHEREAS, Apexigen, Inc., a corporation duly having its principal place of business at 75 Shoreway Road, Suite C, San Carlos, CA 94070, its successors, legal representatives and assigns, (the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention; the application for patent identified above; the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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 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;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

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- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application 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 for patent identified in the preceding paragraphs (b)—(e), including any reissue(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.

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 applications, and said patents, including interference proceedings, 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 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. Attorney Docket No.: APEX-014/01US 315697-2104

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowldge the duty to disclose information which is material to patentability as defined in  $37 \text{ C.F.R.} \S 1.56$ .

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: 3/29/2016

NI - - -

Name. Yongke ZHANG

Mailing Address: 3119 Stockton Place

Palo Alto, CA 94303

I certify that I know or have satisfactory evidence that Yongke ZHANG signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date

(Type or Print)

Signed at

3119 Hocketon Place, Pala Acto, CA 94303 Caroline 2 hours

(Type or Print Name of Witness)

(Signature of Witness)

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the aboveidentified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: 3/4/2016

Name: Xiaodong YANG

Mailing Address: 250 El Dorado Avenue Palo Alto, CA 94306

I certify that I know or have satisfactory evidence that Xiaodong YANG signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date 3/4/2016 (Type or Print)

Signed at 75 Shoreway Suite C San Corbs
CA, 94070

(Signature of Witness)

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the aboveidentified application, including the claims.

I acknowldge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: 2/18/2016

Name: Guo-Liang YU

Mailing Address:

1025 Tournament Drive Hillsborough, CA 94010

I certify that I know or have satisfactory evidence that Guo-Liang YU signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date 2/18/2016 (Type or Print)

Signed at

(Signature of Witness)

aigen Inc. 25 shoveway Rd Suite C. San Cardos

be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the aboveidentified application, including the claims.

I acknowldge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: Feb. 27. 2016

By: Veimin ZHU

Name: Weimin ZHU

Mailing Address:

1216 Toyon Drive

Millbrae, CA 94030

I certify that I know or have satisfactory evidence that Weimin ZHU signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date \_\_\_\_\_\_(Type or Print)

Signed at 1216 Toyon Dr. Milleme CAG

Meijuan ZHou

(Type or Print Name of Witness)

**PATENT REEL: 038156 FRAME: 0870** 

RECORDED: 03/31/2016