

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3971672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MATTHEW BIO	08/05/2006
ERIC (YUANQING) FANG	11/04/2008
JACQUELINE E. MILNE	03/31/2016
SEAN H. WIEDEMANN	03/21/2016
ASH WILSILY	07/16/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMGEN INC.
<b>Street Address:</b>	ONE AMGEN CENTER DRIVE
<b>City:</b>	THOUSAND OAKS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91320-1799
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14900976
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)661-8002
<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>	(212) 661-8000
<b>Email:</b>	info@lmiplaw.com
<b>Correspondent Name:</b>	MICHAEL N. MERCANTI
<b>Address Line 1:</b>	LUCAS & MERCANTI LLP
<b>Address Line 2:</b>	30 BROAD STREET, 21ST FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10004
<b>ATTORNEY DOCKET NUMBER:</b>	1023A-1003-W-US
<b>NAME OF SUBMITTER:</b>	MICHAEL N. MERCANTI
<b>SIGNATURE:</b>	/Michael N. Mercanti/
<b>DATE SIGNED:</b>	07/21/2016
<b>Total Attachments: 43</b>	

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PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by Amgen Inc. ("Amgen"), or any of its affiliates, subsidiaries, successors and assigns (collectively, the "Company"), the compensation now and hereafter paid to me and access to Company Proprietary Information (defined below) being given to me by the Company, I hereby agree to this Proprietary Information and Inventions Agreement ("Agreement") as follows:

1. Proprietary Information. The term "Proprietary Information" shall mean trade secrets, research, inventions, confidential knowledge, data or any other information or materials, whether or not such Proprietary Information is patentable, copyrightable or otherwise registrable, however it is embodied and irrespective of whether it is labeled as "proprietary" or "confidential". By way of illustration but not limitation, "Proprietary Information" includes assays, targets, receptors, inventions, mask works, trade secrets, know-how, ideas, confidential knowledge, trademarks, tradenames, trade dress, Internet domain names, URLs, service marks, logos, improvements, discoveries, developments, processes, designs, techniques, methods, processes, formulas, formulations, source and object codes, data, programs, other works of authorship, organisms, plasmids, expression vectors, cell lines, and chemical, biological and other material and their progeny, clones and derivatives, including but not limited to all genetically-engineered plant and animals, plans and designs for testing and clinical trials, information regarding the Company's plans for research, development, manufacturing, engineering, new products, marketing and selling, the Company's business plans, proposed research or business affiliations, joint ventures, or other collaborative relationships, budgets and unpublished financial statements, licenses, prices and costs, supplier and customer information; and information regarding the skills and compensation of other employees of the Company. "Proprietary Information" includes, but is not limited to, all such information I learned or developed during any previous employment with the Company. The term "Company Proprietary Information" shall mean Proprietary Information that the Company treats or considers as proprietary whether or not marked as such.

2. Recognition of Company's Rights: Nondisclosure. I acknowledge that as a result of my responsibilities at the Company, I am likely to be exposed and given access to and develop Company Proprietary Information. I understand and agree that my access to Company Proprietary Information is for the sole and exclusive purpose of producing technology and performing other work for the benefit of the Company and that the Company has a substantial ongoing investment in the development of such Company Proprietary Information which would be injured irreparably if this Agreement were breached. At all times from the Effective Date of this Agreement (as defined in section 19.8) and thereafter, I will hold Company Proprietary Information in the strictest confidence and will not, except with the written permission of an officer of the Company, disclose (which term throughout this Agreement includes, but is not limited to, lecturing upon or publishing) any such Company Proprietary Information to anyone other than Company personnel who need to know such information in connection with their work for the Company and I will not use such Company Proprietary Information except in connection with any work for the Company.

I further acknowledge that Company Proprietary Information is solely the property of the Company and I agree that at no time from the Effective Date of this Agreement (as defined in section 19.8) or thereafter will I challenge or engage in any other acts which question or impugn the validity or ownership of the Company's rights in any Company Proprietary Information. I further acknowledge that any and all improvements or modifications to Company Proprietary Information that I make, conceive, develop or reduce to practice or to specific form, whether alone or in conjunction with others, shall constitute Company Proprietary Information.

3. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information"), and the authorization to use such information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will hold all Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, any Third Party Information unless expressly authorized by an officer of the Company in writing.

4. Assignment of Company Proprietary Information.

(a) Except as provided below in section 4(b) of this Agreement, I hereby assign to the Company all my right, title and interest in and to any and all Proprietary Information, that I make or conceive or develop or reduce to practice or reduce to specific form or learn, either alone or jointly with others, (1) that is developed at any time in whole or in part using the Company's equipment, supplies, facilities, trade secrets or Company Proprietary Information; or (2) that results at any time directly from or embodies any work performed by me for the Company, or, (3) both during my employment and for six (6) months thereafter, that relates at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development of the Company. I understand and intend that this assignment extends to Proprietary Information not presently conceived or in existence.

(b) I recognize and understand that this Agreement does not require assignment of any Proprietary Information that I developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information except for that Proprietary Information that either:

(1) relates at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) results from any work performed by me for the Company; or

(3) that is otherwise Company Proprietary Information

(c) I have set forth on Exhibit A attached hereto, a complete list of all restrictions, express or implied, which would prevent me from complying with all of the requirements of section 4(a) of this Agreement in whole or in part. If disclosure of such

restrictions, express or implied, in Exhibit A would cause me to violate any prior confidentiality agreement, I have not listed such restrictions but have informed the Company that such restrictions exist and have not been listed. Exhibit A is incorporated into this Agreement by reference as if fully set forth herein. I will promptly inform the Company in writing of any such restrictions that arise after I sign this Agreement.

(d) I also assign to or assign as directed by the Company all my right, title and interest in and to all Company Proprietary Information, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

(f) If I am not an "employee" within the meaning of the Copyright Act, I agree that all original works of authorship that the Company specially orders or commissions me to make (solely or jointly with others) which (i) are protectable by copyright and (ii) are eligible to be a "work made for hire" under § 101 of the Copyright Act are "works made for hire." As to any original works of authorship that the Company specially orders or commissions me to make (solely or jointly with others) that are protectable by copyright but which are not eligible to be "works made for hire" under § 101 of the Copyright Act, I hereby agree to and do hereby assign all my right, title and interest in such works, including but not limited to my copyright interest, to the Company or its designee.

5. Enforcement of Proprietary Information Rights. To assist the Company in exercising its ownership rights to all Company Proprietary Information that I make, conceive, reduce to practice or to specific form, alter or modify, I will, if requested by the Company, execute, verify and deliver assignments of all rights in the United States and elsewhere, including but not limited to patent and copyright rights, in such Company Proprietary Information to the Company or its designees. I will also assist the Company in every proper way to obtain and from time to time enforce its United States and foreign rights relating to Company Proprietary Information in any and all countries, irrespective of whether I had any role in the development or modification of such Company Proprietary Information. To that end, I will execute, verify and deliver such documents and perform such other acts (including but not limited to appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof to the Company. My obligation to assist the Company with respect to all its rights in Company Proprietary Information in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in section 5 hereof, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the

preceding section thereon with the same legal force and effect as if executed by me. I hereby assign to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Company.

6. Obligation to Keep Company Informed. I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Company Proprietary Information that I make, conceive, develop or reduce to practice or to specific form, whether alone or in conjunction with others, on or after the Effective Date of this Agreement (as defined in Section 19.8). In addition, after any termination of my employment, I will promptly disclose to the Company fully and in writing, the full particulars of all patent applications filed by me which disclose or claim Company Proprietary Information. I agree to keep and maintain adequate and current written records of all Proprietary Information made by me during my employment with the Company (in the form of notes, sketches, drawings, and as may be specified by the Company) in notebooks or other media supplied by the Company, and I agree that these records shall be available to and remain the sole property of the Company at all times and shall be returned to the Company at the Company's request, as described in section 13, and, in all events, at the termination of my employment for any reason.

I will also promptly disclose to the Company fully and in writing any Proprietary Information that I believe fully qualify for protection under section 4(b); and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any Proprietary Information disclosed in writing to the Company pursuant to this Agreement relating to Proprietary Information that qualify fully for protection under the provisions of section 4(b). I will preserve the confidentiality of any Proprietary Information that does not fully qualify for protection under section 4(b).

7. Prior Inventions. The term "Prior Inventions" shall mean any and all assays, targets, receptors, inventions, mask works, trade secrets, know-how, ideas, confidential knowledge, improvements, discoveries, developments, processes, designs, techniques, formulas, formulations, source and object codes, data, programs, other works of authorship, organisms, plasmids, expression vectors, cell lines, and chemical, biological and other material and their progeny, clones and derivatives, including but not limited to all genetically-engineered plant and animals, patented or unpatented, and plans and designs for testing and clinical trials, which I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company. To preclude any possible uncertainty over what is a Prior Invention, I have set forth on Exhibit B attached hereto a complete list of all Prior Inventions that I consider to be in whole or part my property or the property of third parties, and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Prior Invention on Exhibit B would cause me to violate any prior confidentiality agreement, I have not listed such Prior Inventions in Exhibit B and I have informed the Company that all such Prior Inventions have not been listed for that reason. Exhibit B is incorporated into this Agreement as if fully set forth herein. I will promptly inform the Company in writing of any Prior Inventions that occur between the time I sign this Agreement and the time my employment with the Company commences.

8. Unauthorized Use Or Disclosure. I shall immediately notify my supervisor or any

officer of the Company if I learn of any possible unauthorized use or disclosure of Proprietary Information and shall cooperate fully with the Company to enforce the provisions of this Agreement.

9. Authorized Disclosure. Should I be subject to any governmental, administrative or court order or action purporting to require or authorize the disclosure of any Company Proprietary Information, in whole or in part, I will immediately notify the Company's legal department and will immediately provide the Company with all documents and other pertinent information in my possession or control to permit the Company to take such steps as it deems necessary in its sole discretion to block or pursue the confidentiality of such disclosure.

10. No Improper Use of Materials. I acknowledge that the Company forbids me to use or disclose any information that is proprietary to any competitor of the Company or to any other third party. Therefore, during my employment by the Company, I will not use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. To preclude any possible uncertainty, I have set forth on Exhibit C attached hereto, a complete list of all devices, materials, and documents of a former employer or other person or institution to whom I have an obligation of confidentiality that may be used in providing services to the Company pursuant to the express written authorization of my former employer or such other person. I will promptly notify the Company in writing of any devices, materials, and documents that are called for in Exhibit C that arise between the time I sign this Agreement and the time my employment with the Company commences. Exhibit C is incorporated into this Agreement by reference as if fully set forth herein. In addition, I will not seek nor knowingly use any information from job applicants, Company employees or other third parties, including but not limited to vendors, that is confidential to the present or former employers of such applicants or former employers of the employees or to such third parties.

11. Additional Activities. I agree that to protect Company Proprietary Information and other resources of the Company, during the period of my employment by the Company I will not, without the Company's express written consent (from the Senior Human Resources Officer of the Company or his or her designee), engage in any employment or business activity other than for the Company, and for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I will not (i) induce any employee of the Company to leave the employ of the Company or (ii) solicit for any then current competitor of the Company or any entity that is working to become a competitor of the Company the business of any client or customer of the Company (other than on behalf of the Company) with which I had material contact or about which I learned Company Proprietary Information prior to the termination of my employment with the Company for any reason.

12. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

13. Return of Company Materials. When I leave the employ of the Company, or on the Company's request, I will deliver to the Company any and all copies and originals of drawings, notes, memoranda, lab notebooks, specifications, correspondence (including but not limited to, electronic mail messages), devices, equipment, formulas, molecules, cells, documents, and chemical, biological and other material and their progeny, clones and derivatives including but not limited to, all genetically-engineered plants and animals, and any plans and designs for testing and clinical trials and any other material containing or disclosing any Company Proprietary Information or Third Party Information. I agree not to incorporate Company property or Company Proprietary Information into any lab notebooks, devices, disks or other media that is not Company property. I further agree that any property situated on the Company's premises and/or owned by the Company, including but not limited to, disks and other storage media, electronic mail, voicemail, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's documentation for separating staff members and in sharing with designated Company personnel any knowledge I may have regarding Company Proprietary Information. While employed by the Company, I will comply with Company policies with regard to confidential materials.

14. Name and License. I hereby grant to the Company a non-exclusive worldwide license to use my name and likeness on or in connection with any news, advertising and promotional materials distributed by or on behalf of the Company in any medium.

15. Potential Liability. I have been informed and acknowledge that the unauthorized storage or other taking and/or use of the Company's trade secrets (a) could result in civil liability, injunctive relief, an award to the Company of its damages and attorneys' fees, and, if willful, an award of punitive damages; and (b) is a crime punishable by imprisonment for a time not exceeding ten years, or by a fine, or by both.

16. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with Company Proprietary Information, and due to the irreparable injury which would be suffered by the Company as a result of a breach of this Agreement, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

17. Notices.

(a) To the Company: Any notices required or permitted hereunder shall be given in writing, addressed as follows (or in any other manner the Company notifies me to use):

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799  
Attn: Corporate Secretary



(b) To Me: All communications from the Company to me relating to this Agreement will be sent to me in writing at the last address recorded in my personnel file.

(c) Notice shall be deemed to have been given at the date of delivery.

18. Employment at Will. I understand and agree that my employment with the Company is at-will. Therefore, my employment can terminate, with or without cause, and with or without notice, at any time, at my option or the Company's option. I understand that the nature of my employment relationship with the Company will be governed by this section and that this section constitutes the entire agreement, arrangement, and understanding between me and the Company on this subject matter and supersedes any prior or contemporaneous agreement, arrangement, and understanding on this subject matter. This at-will relationship will remain in effect throughout my employment with the Company unless it is modified by a written agreement signed by both the Company's senior most Human Resources officer and me which expressly alters it. This at-will relationship may not be modified by any oral or implied agreement, or by any Company policies, practices or patterns or conduct.

19. General Provisions.

19.1 Governing Law and Forum. This Agreement will be governed by and construed according to the substantive laws of the State of California, without resort to conflict of law principles and I hereby consent to the jurisdiction of the courts of California, both state and federal, for any nonarbitrable claim that I may have against the Company or that the Company may have against me. Nothing in this Agreement revokes or modifies any arbitration agreement that I have signed.

19.2 Entire Agreement. With the sole exception of other Proprietary Information and Inventions Agreements (or agreements with the Company that address that subject matter, regardless of title) that I have entered into with the Company, which I acknowledge and agree have been assigned to the Company (and which are incorporated herein by this reference), this Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements, oral or written, express or implied, between us on the subject matter hereof, provided, however, that any obligations I have under the other Invention Disclosure and Confidentiality Agreements with the Company to the extent not inconsistent with the other provisions of this Agreement, remain in full force and effect. To the extent that there are any conflicts in the terms of this Agreement and any other agreement between me and the Company that addresses the subject matter herein, this Agreement controls unless otherwise agreed in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver of any conditions or provisions of this Agreement in a given instance shall not be deemed a waiver of such conditions or provisions at any other time. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

19.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The parties hereby agree that the Court is authorized to modify the terms of this Agreement to the extent necessary to render it enforceable.

19.4 Assignment. This Agreement may not be assigned by me but is fully assignable by the Company.

19.5 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of all parties hereto and their respective successors and other legal representatives and, to the extent that any assignment hereof is permitted hereunder, their assignees. If the Company is sold, merged into another entity, or otherwise reorganized, unless it specifies otherwise in writing, this Agreement shall automatically be assigned to the successor entity, except that the successor may refuse to accept the Agreement in writing within 14 days of the assignment. Following assignment of this Agreement, I will have the same rights and obligations under this Agreement as to the assignee that I had as to the Company, and all references to the Company shall be deemed to be a reference to the assignee and the assignor Company shall cease to have any obligations to me under this Agreement following the assignee's assumption of this Agreement.

19.6 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

19.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

19.8 Effective Date. This Agreement shall be effective as of the earliest of (1) the first day of my employment by the Company; or (2) the first day of my use of the facilities or exposure to, technology, expertise, data, or Proprietary Information of the Company.

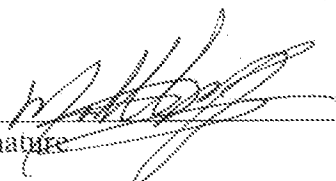
19.9 Descriptive Headings. The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

SIGNATURE PAGE FOLLOWS

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO PROPRIETARY INFORMATION I CREATE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE COMPANY PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AT MY OWN EXPENSE AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBITS A, B, AND C TO THIS AGREEMENT.

Dated: AUG 05, 2006

  
Signature

MATTHEW RIV  
Name of Employee

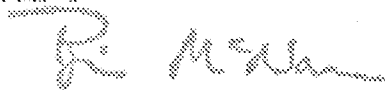
FURT 2, 14 CHESTERFOLD GARDENS

LONDON NW3 7DE

UNITED KINGDOM  
Address

ACCEPTED AND AGREED TO:

COMPANY

By: 

Sr. Vice President, Human Resources  
Title:

SEP 21 2006

EXHIBIT A

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

The following is a complete list of all restrictions which would prevent me, in whole or in part, from assigning to or as directed by the Company (as defined in the attached Agreement) all my right, title and interest in and to any and all Proprietary Information (as required by section 4 of the Agreement):

No restrictions.

Restrictions:

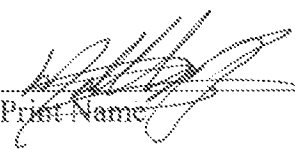
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Due to confidentiality agreements with prior employer(s) or other person(s) or institution(s), I cannot disclose certain restrictions that would otherwise be included on the above-described list.

Number of additional sheets attached.

Date: AUGUST 25, 2006

Very truly yours,

  
Print Name: MATTHEW BLO

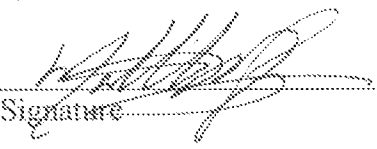
  
Signature

EXHIBIT B

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

The following is a complete list of all Prior Inventions (as defined in the attached Agreement):

  X   No Prior Inventions

       Prior Inventions:

.....  
.....

       Due to confidentiality agreements with prior employer(s) or other person(s) or institution(s), I cannot disclose certain Prior Inventions (as defined in the attached Agreement) that would otherwise be included on the above-described list.

       Number of additional sheets attached.

Date:   AUGUST 05  ,   2006  

Very truly yours,

  MATTHEW R. W.    
Print Name

  [Signature]    
Signature

EXHIBIT C

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

I propose to bring to my employment with the Company (as defined in the attached Agreement) the following devices, materials and documents of my former employer(s) or other person(s) or institution(s) to whom I have an obligation of confidentiality that are not generally available to the public, which materials and documents may be used in providing services to the Company pursuant to the express written authorization of my former employer(s) or such other person(s) or institution(s) (copies of all such authorizations are attached hereto):

No materials.

Materials:

.....  
.....

Number of additional sheets attached.

Number of pages of authorizations attached.

Date: AUGUST 05, 2016

Very truly yours,

MATTHEW BLO  
Print Name

[Handwritten Signature]  
Signature

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by Amgen Inc. ("Amgen"), or any of its affiliates, subsidiaries, successors and assigns (collectively, the "Company"), the compensation now and hereafter paid to me and access to Company Proprietary Information (defined below) being given to me by the Company, I hereby agree to this Proprietary Information and Inventions Agreement ("Agreement") as follows:

1. Proprietary Information. The term "Proprietary Information" shall mean trade secrets, research, inventions, confidential knowledge, data or any other information or materials, whether or not such Proprietary Information is patentable, copyrightable or otherwise registrable, however it is embodied and irrespective of whether it is labeled as "proprietary" or "confidential". By way of illustration but not limitation, "Proprietary Information" includes assays, targets, receptors, inventions, mask works, trade secrets, know-how, ideas, confidential knowledge, trademarks, tradenames, trade dress, Internet domain names, URLs, service marks, logos, improvements, discoveries, developments, processes, designs, techniques, methods, processes, formulas, formulations, source and object codes, data, programs, other works of authorship, organisms, plasmids, expression vectors, cell lines, and chemical, biological and other material and their progeny, clones and derivatives, including but not limited to all genetically-engineered plant and animals, plans and designs for testing and clinical trials, information regarding the Company's plans for research, development, manufacturing, engineering, new products, marketing and selling, the Company's business plans, proposed research or business affiliations, joint ventures, or other collaborative relationships, budgets and unpublished financial statements, licenses, prices and costs, supplier and customer information; and information regarding the skills and compensation of other employees of the Company. "Proprietary Information" includes, but is not limited to, all such information I learned or developed during any previous employment with the Company. The term "Company Proprietary Information" shall mean Proprietary Information that the Company treats or considers as proprietary whether or not marked as such.

2. Recognition of Company's Rights: Nondisclosure. I acknowledge that as a result of my responsibilities at the Company, I am likely to be exposed and given access to and develop Company Proprietary Information. I understand and agree that my access to Company Proprietary Information is for the sole and exclusive purpose of producing technology and performing other work for the benefit of the Company and that the Company has a substantial ongoing investment in the development of such Company Proprietary Information which would be injured irreparably if this Agreement were breached. At all times from the Effective Date of this Agreement (as defined in section 19.8) and thereafter, I will hold Company Proprietary Information in the strictest confidence and will not, except with the written permission of an officer of the Company, disclose (which term throughout this Agreement includes, but is not limited to, lecturing upon or publishing) any such Company Proprietary Information to anyone other than Company personnel who need to know such information in connection with their work for the Company and I will not use such Company Proprietary Information except in connection with any work for the Company.

I further acknowledge that Company Proprietary Information is solely the property of the Company and I agree that at no time from the Effective Date of this Agreement (as defined in section 19.8) or thereafter will I challenge or engage in any other acts which question or impugn the validity or ownership of the Company's rights in any Company Proprietary Information. I further acknowledge that any and all improvements or modifications to Company Proprietary Information that I make, conceive, develop or reduce to practice or to specific form, whether alone or in conjunction with others, shall constitute Company Proprietary Information.

3. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information"), and the authorization to use such information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will hold all Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, any Third Party Information unless expressly authorized by an officer of the Company in writing.

4. Assignment of Company Proprietary Information.

(a) Except as provided below in section 4(b) of this Agreement, I hereby assign to the Company all my right, title and interest in and to any and all Proprietary Information, that I make or conceive or develop or reduce to practice or reduce to specific form or learn, either alone or jointly with others, (1) that is developed at any time in whole or in part using the Company's equipment, supplies, facilities, trade secrets or Company Proprietary Information; or (2) that results at any time directly from or embodies any work performed by me for the Company, or, (3) both during my employment and for six (6) months thereafter, that relates at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development of the Company. I understand and intend that this assignment extends to Proprietary Information not presently conceived or in existence.

(b) I recognize and understand that this Agreement does not require assignment of any Proprietary Information that I developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information except for that Proprietary Information that either:

(1) relates at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) results from any work performed by me for the Company; or

(3) that is otherwise Company Proprietary Information

(c) I have set forth on Exhibit A attached hereto, a complete list of all restrictions, express or implied, which would prevent me from complying with all of the requirements of section 4(a) of this Agreement in whole or in part. If disclosure of such



restrictions, express or implied, in Exhibit A would cause me to violate any prior confidentiality agreement, I have not listed such restrictions but have informed the Company that such restrictions exist and have not been listed. Exhibit A is incorporated into this Agreement by reference as if fully set forth herein. I will promptly inform the Company in writing of any such restrictions that arise after I sign this Agreement.

(d) I also assign to or assign as directed by the Company all my right, title and interest in and to all Company Proprietary Information, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

(f) If I am not an "employee" within the meaning of the Copyright Act, I agree that all original works of authorship that the Company specially orders or commissions me to make (solely or jointly with others) which (i) are protectable by copyright and (ii) are eligible to be a "work made for hire" under § 101 of the Copyright Act are "works made for hire." As to any original works of authorship that the Company specially orders or commissions me to make (solely or jointly with others) that are protectable by copyright but which are not eligible to be "works made for hire" under § 101 of the Copyright Act, I hereby agree to and do hereby assign all my right, title and interest in such works, including but not limited to my copyright interest, to the Company or its designee.

5. Enforcement of Proprietary Information Rights. To assist the Company in exercising its ownership rights to all Company Proprietary Information that I make, conceive, reduce to practice or to specific form, alter or modify, I will, if requested by the Company, execute, verify and deliver assignments of all rights in the United States and elsewhere, including but not limited to patent and copyright rights, in such Company Proprietary Information to the Company or its designees. I will also assist the Company in every proper way to obtain and from time to time enforce its United States and foreign rights relating to Company Proprietary Information in any and all countries, irrespective of whether I had any role in the development or modification of such Company Proprietary Information. To that end, I will execute, verify and deliver such documents and perform such other acts (including but not limited to appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof to the Company. My obligation to assist the Company with respect to all its rights in Company Proprietary Information in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in section 5 hereof, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the

preceding section thereon with the same legal force and effect as if executed by me. I hereby assign to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Company.

6. Obligation to Keep Company Informed. I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Company Proprietary Information that I make, conceive, develop or reduce to practice or to specific form, whether alone or in conjunction with others, on or after the Effective Date of this Agreement (as defined in Section 19.8). In addition, after any termination of my employment, I will promptly disclose to the Company fully and in writing, the full particulars of all patent applications filed by me which disclose or claim Company Proprietary Information. I agree to keep and maintain adequate and current written records of all Proprietary Information made by me during my employment with the Company (in the form of notes, sketches, drawings, and as may be specified by the Company) in notebooks or other media supplied by the Company, and I agree that these records shall be available to and remain the sole property of the Company at all times and shall be returned to the Company at the Company's request, as described in section 13, and, in all events, at the termination of my employment for any reason.

I will also promptly disclose to the Company fully and in writing any Proprietary Information that I believe fully qualify for protection under section 4(b); and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any Proprietary Information disclosed in writing to the Company pursuant to this Agreement relating to Proprietary Information that qualify fully for protection under the provisions of section 4(b). I will preserve the confidentiality of any Proprietary Information that does not fully qualify for protection under section 4(b).

7. Prior Inventions. The term "Prior Inventions" shall mean any and all assays, targets, receptors, inventions, mask works, trade secrets, know-how, ideas, confidential knowledge, improvements, discoveries, developments, processes, designs, techniques, formulas, formulations, source and object codes, data, programs, other works of authorship, organisms, plasmids, expression vectors, cell lines, and chemical, biological and other material and their progeny, clones and derivatives, including but not limited to all genetically-engineered plant and animals, patented or unpatented, and plans and designs for testing and clinical trials, which I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company. To preclude any possible uncertainty over what is a Prior Invention, I have set forth on Exhibit B attached hereto a complete list of all Prior Inventions that I consider to be in whole or part my property or the property of third parties, and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Prior Invention on Exhibit B would cause me to violate any prior confidentiality agreement, I have not listed such Prior Inventions in Exhibit B and I have informed the Company that all such Prior Inventions have not been listed for that reason. Exhibit B is incorporated into this Agreement as if fully set forth herein. I will promptly inform the Company in writing of any Prior Inventions that occur between the time I sign this Agreement and the time my employment with the Company commences.

8. Unauthorized Use Or Disclosure. I shall immediately notify my supervisor or any

officer of the Company if I learn of any possible unauthorized use or disclosure of Proprietary Information and shall cooperate fully with the Company to enforce the provisions of this Agreement.

9. Authorized Disclosure. Should I be subject to any governmental, administrative or court order or action purporting to require or authorize the disclosure of any Company Proprietary Information, in whole or in part, I will immediately notify the Company's legal department and will immediately provide the Company with all documents and other pertinent information in my possession or control to permit the Company to take such steps as it deems necessary in its sole discretion to block or pursue the confidentiality of such disclosure.

10. No Improper Use of Materials. I acknowledge that the Company forbids me to use or disclose any information that is proprietary to any competitor of the Company or to any other third party. Therefore, during my employment by the Company, I will not use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. To preclude any possible uncertainty, I have set forth on Exhibit C attached hereto, a complete list of all devices, materials, and documents of a former employer or other person or institution to whom I have an obligation of confidentiality that may be used in providing services to the Company pursuant to the express written authorization of my former employer or such other person. I will promptly notify the Company in writing of any devices, materials, and documents that are called for in Exhibit C that arise between the time I sign this Agreement and the time my employment with the Company commences. Exhibit C is incorporated into this Agreement by reference as if fully set forth herein. In addition, I will not seek nor knowingly use any information from job applicants, Company employees or other third parties, including but not limited to vendors, that is confidential to the present or former employers of such applicants or former employers of the employees or to such third parties.

11. Additional Activities. I agree that to protect Company Proprietary Information and other resources of the Company, during the period of my employment by the Company I will not, without the Company's express written consent (from the Senior Human Resources Officer of the Company or his or her designee), engage in any employment or business activity other than for the Company, and for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I will not (i) induce any employee of the Company to leave the employ of the Company or (ii) solicit for any then current competitor of the Company or any entity that is working to become a competitor of the Company the business of any client or customer of the Company (other than on behalf of the Company) with which I had material contact or about which I learned Company Proprietary Information prior to the termination of my employment with the Company for any reason.

12. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

13. Return of Company Materials. When I leave the employ of the Company, or on the Company's request, I will deliver to the Company any and all copies and originals of drawings, notes, memoranda, lab notebooks, specifications, correspondence (including but not limited to, electronic mail messages), devices, equipment, formulas, molecules, cells, documents, and chemical, biological and other material and their progeny, clones and derivatives including but not limited to, all genetically-engineered plants and animals, and any plans and designs for testing and clinical trials and any other material containing or disclosing any Company Proprietary Information or Third Party Information. I agree not to incorporate Company property or Company Proprietary Information into any lab notebooks, devices, disks or other media that is not Company property. I further agree that any property situated on the Company's premises and/or owned by the Company, including but not limited to, disks and other storage media, electronic mail, voicemail, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's documentation for separating staff members and in sharing with designated Company personnel any knowledge I may have regarding Company Proprietary Information. While employed by the Company, I will comply with Company policies with regard to confidential materials.

14. Name and License. I hereby grant to the Company a non-exclusive worldwide license to use my name and likeness on or in connection with any news, advertising and promotional materials distributed by or on behalf of the Company in any medium.

15. Potential Liability. I have been informed and acknowledge that the unauthorized storage or other taking and/or use of the Company's trade secrets (a) could result in civil liability, injunctive relief, an award to the Company of its damages and attorneys' fees, and, if willful, an award of punitive damages; and (b) is a crime punishable by imprisonment for a time not exceeding ten years, or by a fine, or by both.

16. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with Company Proprietary Information, and due to the irreparable injury which would be suffered by the Company as a result of a breach of this Agreement, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

17. Notices.

(a) To the Company: Any notices required or permitted hereunder shall be given in writing, addressed as follows (or in any other manner the Company notifies me to use):

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799  
Attn: Corporate Secretary

(b) To Me: All communications from the Company to me relating to this Agreement will be sent to me in writing at the last address recorded in my personnel file.

(c) Notice shall be deemed to have been given at the date of delivery.

18. Employment at Will. I understand and agree that my employment with the Company is at-will. Therefore, my employment can terminate, with or without cause, and with or without notice, at any time, at my option or the Company's option. I understand that the nature of my employment relationship with the Company will be governed by this section and that this section constitutes the entire agreement, arrangement, and understanding between me and the Company on this subject matter and supersedes any prior or contemporaneous agreement, arrangement, and understanding on this subject matter. This at-will relationship will remain in effect throughout my employment with the Company unless it is modified by a written agreement signed by both the Company's senior most Human Resources officer and me which expressly alters it. This at-will relationship may not be modified by any oral or implied agreement, or by any Company policies, practices or patterns or conduct.

19. General Provisions.

19.1 Governing Law and Forum. This Agreement will be governed by and construed according to the substantive laws of the State of California, without resort to conflict of law principles and I hereby consent to the jurisdiction of the courts of California, both state and federal, for any nonarbitrable claim that I may have against the Company or that the Company may have against me. Nothing in this Agreement revokes or modifies any arbitration agreement that I have signed.

19.2 Entire Agreement. With the sole exception of other Proprietary Information and Inventions Agreements (or agreements with the Company that address that subject matter, regardless of title) that I have entered into with the Company, which I acknowledge and agree have been assigned to the Company (and which are incorporated herein by this reference), this Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements, oral or written, express or implied, between us on the subject matter hereof, provided, however, that any obligations I have under the other Invention Disclosure and Confidentiality Agreements with the Company to the extent not inconsistent with the other provisions of this Agreement, remain in full force and effect. To the extent that there are any conflicts in the terms of this Agreement and any other agreement between me and the Company that addresses the subject matter herein, this Agreement controls unless otherwise agreed in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver of any conditions or provisions of this Agreement in a given instance shall not be deemed a waiver of such conditions or provisions at any other time. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

19.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The parties hereby agree that the Court is authorized to modify the terms of this Agreement to the extent necessary to render it enforceable.

19.4 Assignment. This Agreement may not be assigned by me but is fully assignable by the Company.

19.5 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of all parties hereto and their respective successors and other legal representatives and, to the extent that any assignment hereof is permitted hereunder, their assignees. If the Company is sold, merged into another entity, or otherwise reorganized, unless it specifies otherwise in writing, this Agreement shall automatically be assigned to the successor entity, except that the successor may refuse to accept the Agreement in writing within 14 days of the assignment. Following assignment of this Agreement, I will have the same rights and obligations under this Agreement as to the assignee that I had as to the Company, and all references to the Company shall be deemed to be a reference to the assignee and the assignor Company shall cease to have any obligations to me under this Agreement following the assignee's assumption of this Agreement.

19.6 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

19.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

19.8 Effective Date. This Agreement shall be effective as of the earliest of (1) the first day of my employment by the Company; or (2) the first day of my use of the facilities or exposure to, technology, expertise, data, or Proprietary Information of the Company.

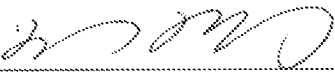
19.9 Descriptive Headings. The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

SIGNATURE PAGE FOLLOWS

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO PROPRIETARY INFORMATION I CREATE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE COMPANY PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AT MY OWN EXPENSE AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBITS A, B, AND C TO THIS AGREEMENT.

Dated: November 14th, 2008.

  
.....  
Signature

YUANQING (ERIC) FANG  
.....  
Name of Employee

138 Highland Ave, #29  
.....  
Somerville, MA 02143  
.....  
Address

ACCEPTED AND AGREED TO:

COMPANY

By: .....

Title: .....



EXHIBIT A

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

The following is a complete list of all restrictions which would prevent me, in whole or in part, from assigning to or as directed by the Company (as defined in the attached Agreement) all my right, title and interest in and to any and all Proprietary Information (as required by section 4 of the Agreement):

No restrictions.

Restrictions:

.....  
.....

Due to confidentiality agreements with prior employer(s) or other person(s) or institution(s), I cannot disclose certain restrictions that would otherwise be included on the above-described list.

Number of additional sheets attached.

Date: NOVEMBER 4th, 2008.

Very truly yours,

YUANQING (ERIC) FANG  
Print Name

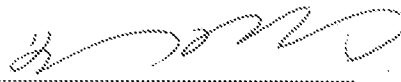
  
Signature



EXHIBIT B

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

The following is a complete list of all Prior Inventions (as defined in the attached Agreement):

\_\_\_\_\_ No Prior Inventions

Prior Inventions:

① Lautens, M.; YUEN, J.; FANG, Y. WO 0722467, 2008. ② Lautens, M.; FANG, Y.

Hagamochi, M.; FANG, Y. WO 0713442, 2007. ③ Lautens, M.; FANG, Y. WO 06047883, 2006

④ Hua, F.; FANG, Y.; Yang, Y. CN1277214, 2000.

\_\_\_\_\_ Due to confidentiality agreements with prior employer(s) or other person(s) or institution(s), I cannot disclose certain Prior Inventions (as defined in the attached Agreement) that would otherwise be included on the above-described list.

\_\_\_\_\_ Number of additional sheets attached.

Date: NOVEMBER 4<sup>th</sup>, 2008.

Very truly yours,

YUANDING (Eric) FANG  
Print Name

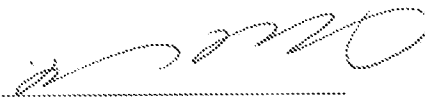
  
Signature

EXHIBIT C

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

I propose to bring to my employment with the Company (as defined in the attached Agreement) the following devices, materials and documents of my former employer(s) or other person(s) or institution(s) to whom I have an obligation of confidentiality that are not generally available to the public, which materials and documents may be used in providing services to the Company pursuant to the express written authorization of my former employer(s) or such other person(s) or institution(s) (copies of all such authorizations are attached hereto):

No materials.

Materials:

.....  
.....

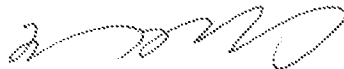
..... Number of additional sheets attached.

..... Number of pages of authorizations attached.

Date: NOVEMBER 4th, 2008.

Very truly yours,

YUANQING (Eric) FANG  
Print Name

  
Signature

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by Amgen Inc. ("Amgen"), or any of its affiliates, subsidiaries, successors and assigns (collectively, the "Company"), the compensation now and hereafter paid to me and access to Company Proprietary Information (defined below) being given to me by the Company, I hereby agree to this Proprietary Information and Inventions Agreement ("Agreement") as follows:

1. Proprietary Information. The term "Proprietary Information" shall mean trade secrets, research, inventions, confidential knowledge, data or any other information or materials, whether or not such Proprietary Information is patentable, copyrightable or otherwise registrable, however it is embodied and irrespective of whether it is labeled as "proprietary" or "confidential". By way of illustration but not limitation, "Proprietary Information" includes assays, targets, receptors, inventions, mask works, trade secrets, know-how, ideas, confidential knowledge, trademarks, tradenames, trade dress, Internet domain names, URLs, service marks, logos, improvements, discoveries, developments, processes, designs, techniques, methods, processes, formulas, formulations, source and object codes, data, programs, other works of authorship, organisms, plasmids, expression vectors, cell lines, and chemical, biological and other material and their progeny, clones and derivatives, including but not limited to all genetically-engineered plant and animals, plans and designs for testing and clinical trials, information regarding the Company's plans for research, development, manufacturing, engineering, new products, marketing and selling, the Company's business plans, proposed research or business affiliations, joint ventures, or other collaborative relationships, budgets and unpublished financial statements, licenses, prices and costs, supplier and customer information; and information regarding the skills and compensation of other employees of the Company. "Proprietary Information" includes, but is not limited to, all such information I learned or developed during any previous employment with the Company. The term "Company Proprietary Information" shall mean Proprietary Information that the Company treats or considers as proprietary whether or not marked as such.

2. Recognition of Company's Rights; Nondisclosure. I acknowledge that as a result of my responsibilities at the Company, I am likely to be exposed and given access to and develop Company Proprietary Information. I understand and agree that my access to Company Proprietary Information is for the sole and exclusive purpose of producing technology and performing other work for the benefit of the Company and that the Company has a substantial ongoing investment in the development of such Company Proprietary Information which would be injured irreparably if this Agreement were breached. At all times from the Effective Date of this Agreement (as defined in section 19.8) and thereafter, I will hold Company Proprietary Information in the strictest confidence and will not, except with the written permission of an officer of the Company, disclose (which term throughout this Agreement includes, but is not limited to, lecturing upon or publishing) any such Company Proprietary Information to anyone other than Company personnel who need to know such information in connection with their work for the Company and I will not use such Company Proprietary Information except in connection with any work for the Company.

I further acknowledge that Company Proprietary Information is solely the property of the Company and I agree that at no time from the Effective Date of this Agreement (as defined in section 19.8) or thereafter will I challenge or engage in any other acts which question or impugn the validity or ownership of the Company's rights in any Company Proprietary Information. I further acknowledge that any and all improvements or modifications to Company Proprietary Information that I make, conceive, develop or reduce to practice or to specific form, whether alone or in conjunction with others, shall constitute Company Proprietary Information.

3. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information"), and the authorization to use such information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will hold all Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, any Third Party Information unless expressly authorized by an officer of the Company in writing.

4. Assignment of Company Proprietary Information.

(a) Except as provided below in section 4(b) of this Agreement, I hereby assign to the Company all my right, title and interest in and to any and all Proprietary Information, that I make or conceive or develop or reduce to practice or reduce to specific form or learn, either alone or jointly with others, (1) that is developed at any time in whole or in part using the Company's equipment, supplies, facilities, trade secrets or Company Proprietary Information; or (2) that results at any time directly from or embodies any work performed by me for the Company, or, (3) both during my employment and for six (6) months thereafter, that relates at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development of the Company. I understand and intend that this assignment extends to Proprietary Information not presently conceived or in existence.

(b) I recognize and understand that this Agreement does not require assignment of any Proprietary Information that I developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information except for that Proprietary Information that either:

(1) relates at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;

(2) results from any work performed by me for the Company; or

(3) that is otherwise Company Proprietary Information

(c) I have set forth on Exhibit A attached hereto, a complete list of all restrictions, express or implied, which would prevent me from complying with all of the requirements of section 4(a) of this Agreement in whole or in part. If disclosure of such

restrictions, express or implied, in Exhibit A would cause me to violate any prior confidentiality agreement. I have not listed such restrictions but have informed the Company that such restrictions exist and have not been listed. Exhibit A is incorporated into this Agreement by reference as if fully set forth herein. I will promptly inform the Company in writing of any such restrictions that arise after I sign this Agreement.

(d) I also assign to or assign as directed by the Company all my right, title and interest in and to all Company Proprietary Information, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

(f) If I am not an "employee" within the meaning of the Copyright Act, I agree that all original works of authorship that the Company specially orders or commissions me to make (solely or jointly with others) which (i) are protectable by copyright and (ii) are eligible to be a "work made for hire" under § 101 of the Copyright Act are "works made for hire." As to any original works of authorship that the Company specially orders or commissions me to make (solely or jointly with others) that are protectable by copyright but which are not eligible to be "works made for hire" under § 101 of the Copyright Act, I hereby agree to and do hereby assign all my right, title and interest in such works, including but not limited to my copyright interest, to the Company or its designee.

5. Enforcement of Proprietary Information Rights. To assist the Company in exercising its ownership rights to all Company Proprietary Information that I make, conceive, reduce to practice or to specific form, alter or modify, I will, if requested by the Company, execute, verify and deliver assignments of all rights in the United States and elsewhere, including but not limited to patent and copyright rights, in such Company Proprietary Information to the Company or its designees. I will also assist the Company in every proper way to obtain and from time to time enforce its United States and foreign rights relating to Company Proprietary Information in any and all countries, irrespective of whether I had any role in the development or modification of such Company Proprietary Information. To that end, I will execute, verify and deliver such documents and perform such other acts (including but not limited to appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof to the Company. My obligation to assist the Company with respect to all its rights in Company Proprietary Information in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in section 5 hereof, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the

preceding section thereon with the same legal force and effect as if executed by me. I hereby assign to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Company.

6. Obligation to Keep Company Informed. I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Company Proprietary Information that I make, conceive, develop or reduce to practice or to specific form, whether alone or in conjunction with others, on or after the Effective Date of this Agreement (as defined in Section 19.8). In addition, after any termination of my employment, I will promptly disclose to the Company fully and in writing, the full particulars of all patent applications filed by me which disclose or claim Company Proprietary Information. I agree to keep and maintain adequate and current written records of all Proprietary Information made by me during my employment with the Company (in the form of notes, sketches, drawings, and as may be specified by the Company) in notebooks or other media supplied by the Company, and I agree that these records shall be available to and remain the sole property of the Company at all times and shall be returned to the Company at the Company's request, as described in section 13, and, in all events, at the termination of my employment for any reason.

I will also promptly disclose to the Company fully and in writing any Proprietary Information that I believe fully qualify for protection under section 4(b); and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any Proprietary Information disclosed in writing to the Company pursuant to this Agreement relating to Proprietary Information that qualify fully for protection under the provisions of section 4(b). I will preserve the confidentiality of any Proprietary Information that does not fully qualify for protection under section 4(b).

7. Prior Inventions. The term "Prior Inventions" shall mean any and all assays, targets, receptors, inventions, mask works, trade secrets, know-how, ideas, confidential knowledge, improvements, discoveries, developments, processes, designs, techniques, formulas, formulations, source and object codes, data, programs, other works of authorship, organisms, plasmids, expression vectors, cell lines, and chemical, biological and other material and their progeny, clones and derivatives, including but not limited to all genetically-engineered plant and animals, patented or unpatented, and plans and designs for testing and clinical trials, which I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company. To preclude any possible uncertainty over what is a Prior Invention, I have set forth on Exhibit B attached hereto a complete list of all Prior Inventions that I consider to be in whole or part my property or the property of third parties, and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Prior Invention on Exhibit B would cause me to violate any prior confidentiality agreement, I have not listed such Prior Inventions in Exhibit B and I have informed the Company that all such Prior Inventions have not been listed for that reason. Exhibit B is incorporated into this Agreement as if fully set forth herein. I will promptly inform the Company in writing of any Prior Inventions that occur between the time I sign this Agreement and the time my employment with the Company commences.

8. Unauthorized Use Or Disclosure. I shall immediately notify my supervisor or any

officer of the Company if I learn of any possible unauthorized use or disclosure of Proprietary Information and shall cooperate fully with the Company to enforce the provisions of this Agreement.

9. Authorized Disclosure. Should I be subject to any governmental, administrative or court order or action purporting to require or authorize the disclosure of any Company Proprietary Information, in whole or in part, I will immediately notify the Company's legal department and will immediately provide the Company with all documents and other pertinent information in my possession or control to permit the Company to take such steps as it deems necessary in its sole discretion to block or pursue the confidentiality of such disclosure.

10. No Improper Use of Materials. I acknowledge that the Company forbids me to use or disclose any information that is proprietary to any competitor of the Company or to any other third party. Therefore, during my employment by the Company, I will not use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. To preclude any possible uncertainty, I have set forth on Exhibit C attached hereto, a complete list of all devices, materials, and documents of a former employer or other person or institution to whom I have an obligation of confidentiality that may be used in providing services to the Company pursuant to the express written authorization of my former employer or such other person. I will promptly notify the Company in writing of any devices, materials, and documents that are called for in Exhibit C that arise between the time I sign this Agreement and the time my employment with the Company commences. Exhibit C is incorporated into this Agreement by reference as if fully set forth herein. In addition, I will not seek nor knowingly use any information from job applicants, Company employees or other third parties, including but not limited to vendors, that is confidential to the present or former employers of such applicants or former employers of the employees or to such third parties.

11. Additional Activities. I agree that to protect Company Proprietary Information and other resources of the Company, during the period of my employment by the Company I will not, without the Company's express written consent (from the Senior Human Resources Officer of the Company or his or her designee), engage in any employment or business activity other than for the Company, and for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I will not (i) induce any employee of the Company to leave the employ of the Company or (ii) solicit for any then current competitor of the Company or any entity that is working to become a competitor of the Company the business of any client or customer of the Company (other than on behalf of the Company) with which I had material contact or about which I learned Company Proprietary Information prior to the termination of my employment with the Company for any reason.

12. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

13. Return of Company Materials. When I leave the employ of the Company, or on the Company's request, I will deliver to the Company any and all copies and originals of drawings, notes, memoranda, lab notebooks, specifications, correspondence (including but not limited to, electronic mail messages), devices, equipment, formulas, molecules, cells, documents, and chemical, biological and other material and their progeny, clones and derivatives including but not limited to, all genetically-engineered plants and animals, and any plans and designs for testing and clinical trials and any other material containing or disclosing any Company Proprietary Information or Third Party Information. I agree not to incorporate Company property or Company Proprietary Information into any lab notebooks, devices, disks or other media that is not Company property. I further agree that any property situated on the Company's premises and/or owned by the Company, including but not limited to, disks and other storage media, electronic mail, voicemail, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's documentation for separating staff members and in sharing with designated Company personnel any knowledge I may have regarding Company Proprietary Information. While employed by the Company, I will comply with Company policies with regard to confidential materials.

14. Name and License. I hereby grant to the Company a non-exclusive worldwide license to use my name and likeness on or in connection with any news, advertising and promotional materials distributed by or on behalf of the Company in any medium.

15. Potential Liability. I have been informed and acknowledge that the unauthorized storage or other taking and/or use of the Company's trade secrets (a) could result in civil liability, injunctive relief, an award to the Company of its damages and attorneys' fees, and, if willful, an award of punitive damages; and (b) is a crime punishable by imprisonment for a time not exceeding ten years, or by a fine, or by both.

16. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with Company Proprietary Information, and due to the irreparable injury which would be suffered by the Company as a result of a breach of this Agreement, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

17. Notices.

(a) To the Company: Any notices required or permitted hereunder shall be given in writing, addressed as follows (or in any other manner the Company notifies me to use):

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799  
Attn: Corporate Secretary



(b) To Me: All communications from the Company to me relating to this Agreement will be sent to me in writing at the last address recorded in my personnel file.

(c) Notice shall be deemed to have been given at the date of delivery.

18. Employment at Will. I understand and agree that my employment with the Company is at-will. Therefore, my employment can terminate, with or without cause, and with or without notice, at any time, at my option or the Company's option. I understand that the nature of my employment relationship with the Company will be governed by this section and that this section constitutes the entire agreement, arrangement, and understanding between me and the Company on this subject matter and supersedes any prior or contemporaneous agreement, arrangement, and understanding on this subject matter. This at-will relationship will remain in effect throughout my employment with the Company unless it is modified by a written agreement signed by both the Company's senior most Human Resources officer and me which expressly alters it. This at-will relationship may not be modified by any oral or implied agreement, or by any Company policies, practices or patterns or conduct.

19. General Provisions.

19.1 Governing Law and Forum. This Agreement will be governed by and construed according to the substantive laws of the State of California, without resort to conflict of law principles and I hereby consent to the jurisdiction of the courts of California, both state and federal, for any nonarbitrable claim that I may have against the Company or that the Company may have against me. Nothing in this Agreement revokes or modifies any arbitration agreement that I have signed.

19.2 Entire Agreement. With the sole exception of other Proprietary Information and Inventions Agreements (or agreements with the Company that address that subject matter, regardless of title) that I have entered into with the Company, which I acknowledge and agree have been assigned to the Company (and which are incorporated herein by this reference), this Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements, oral or written, express or implied, between us on the subject matter hereof, provided, however, that any obligations I have under the other Invention Disclosure and Confidentiality Agreements with the Company to the extent not inconsistent with the other provisions of this Agreement, remain in full force and effect. To the extent that there are any conflicts in the terms of this Agreement and any other agreement between me and the Company that addresses the subject matter herein, this Agreement controls unless otherwise agreed in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver of any conditions or provisions of this Agreement in a given instance shall not be deemed a waiver of such conditions or provisions at any other time. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

19.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The parties hereby agree that the Court is authorized to modify the terms of this Agreement to the extent necessary to render it enforceable.

19.4 Assignment. This Agreement may not be assigned by me but is fully assignable by the Company.

19.5 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of all parties hereto and their respective successors and other legal representatives and, to the extent that any assignment hereof is permitted hereunder, their assignees. If the Company is sold, merged into another entity, or otherwise reorganized, unless it specifies otherwise in writing, this Agreement shall automatically be assigned to the successor entity, except that the successor may refuse to accept the Agreement in writing within 14 days of the assignment. Following assignment of this Agreement, I will have the same rights and obligations under this Agreement as to the assignee that I had as to the Company, and all references to the Company shall be deemed to be a reference to the assignee and the assignor Company shall cease to have any obligations to me under this Agreement following the assignee's assumption of this Agreement.

19.6 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

19.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

19.8 Effective Date. This Agreement shall be effective as of the earliest of (1) the first day of my employment by the Company; or (2) the first day of my use of the facilities or exposure to, technology, expertise, data, or Proprietary Information of the Company.

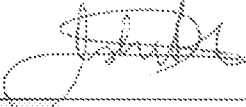
19.9 Descriptive Headings. The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

SIGNATURE PAGE FOLLOWS

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO PROPRIETARY INFORMATION I CREATE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE COMPANY PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AT MY OWN EXPENSE AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBITS A, B, AND C TO THIS AGREEMENT.


Dated: July 16, 2012.

  
Signature

Ashraf Wilsily  
Name of Employee

255 South Wilson Ave Unit 10  
Pasadena, CA  
91106  
Address

ACCEPTED AND AGREED TO:

COMPANY  
  
By: \_\_\_\_\_

Title SVP, Human Resources

EXHIBIT A

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

The following is a complete list of all restrictions which would prevent me, in whole or in part, from assigning to or as directed by the Company (as defined in the attached Agreement) all my right, title and interest in and to any and all Proprietary Information (as required by section 4 of the Agreement):

No restrictions.

Restrictions:

.....  
.....

..... Due to confidentiality agreements with prior employer(s) or other person(s) or institution(s), I cannot disclose certain restrictions that would otherwise be included on the above-described list.

..... Number of additional sheets attached.

Date: July 16, 2012.

Very truly yours,

Ashraf Wilsity  
Print Name

[Signature]  
Signature

EXHIBIT B

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

The following is a complete list of all Prior Inventions (as defined in the attached Agreement):

No Prior Inventions

Prior Inventions:

.....  
.....

..... Due to confidentiality agreements with prior employer(s) or other person(s) or institution(s), I cannot disclose certain Prior Inventions (as defined in the attached Agreement) that would otherwise be included on the above-described list.

..... Number of additional sheets attached.

Date: July 16, 2002.

Very truly yours,

Ashraf Wilsily  
Print Name

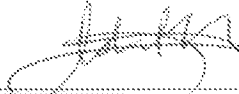
  
Signature

EXHIBIT C

Amgen Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320-1799

To Whom It May Concern:

I propose to bring to my employment with the Company (as defined in the attached Agreement) the following devices, materials and documents of my former employer(s) or other person(s) or institution(s) to whom I have an obligation of confidentiality that are not generally available to the public, which materials and documents may be used in providing services to the Company pursuant to the express written authorization of my former employer(s) or such other person(s) or institution(s) (copies of all such authorizations are attached hereto):

No materials.

Materials:

.....  
.....

..... Number of additional sheets attached.

..... Number of pages of authorizations attached.

Date: July 16, 2013.

Very truly yours,

Ashraf Wilsily  
Print Name

[Signature]  
Signature

**ASSIGNMENT**

Whereas, I/we, Matthew BIO, 433 E. Micheltorena Street, Santa Barbara, CA 93101 USA

Yuanqing (Eric) FANG, 7 Vincent Avenue, Belmont, MA 02478 USA

Jacqueline MILNE, 360 Highland Avenue, Quincy, MA 02170 USA

Sean H. Wiedemann, 29 Regent Street, Cambridge, MA 02140 USA

Ashraf WILSILY, 1 Earhart Street, Unit 313, Cambridge, MA 02141 USA

(hereinafter referred to as ASSIGNOR), have made an invention which is the subject of an application for Letters Patent of the United States; and/or is the subject of a provisional application; and/or is the subject of an international application; and/or is the subject of other patent application(s) in other jurisdictions worldwide ("Application") entitled

**METHOD FOR THE PREPARATION OF [1,2,4]-TRIAZOLO[4,3-A]PYRIDINES**

which is found in:

- US Application Serial No. 14/900,976, filed December 22, 2015, which is the US national stage entry of PCT/US2014/043925, filed June 24, 2014, which claims the benefit under 35 U.S.C. §119(e) of U.S. Provisional Patent Application Serial No. 61/838,856 filed June 24, 2013

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799 wishes to acquire the entire right, title, and interest in all inventions disclosed in such Application;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto AMGEN INC., its successors and assigns (collectively "ASSIGNEE") ASSIGNOR'S entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, continuation-in-part, substitute, reissue, and/or reexamination applications based on the above identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by ASSIGNEE for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, and any extensions thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment and sale not been made.

Further, ASSIGNOR hereby sells, assigns, transfers, and sets over unto ASSIGNEE ASSIGNOR'S entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by ASSIGNOR or at ASSIGNOR'S direction or deposited on ASSIGNOR'S behalf by ASSIGNEE, its affiliates, employees, or employees of its affiliates. The transfer of such

right, title and interest includes, without limitation, ASSIGNOR'S unreserved and irrevocable consent and authorization to ASSIGNEE to refer to the deposited microorganism(s) or other biological material(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any foreign Patent Office authority to issue any such Letters Patent which may be granted on the Application to ASSIGNEE as assignee of the entire right, title and interest therein and thereto.

For ASSIGNOR and for ASSIGNOR'S legal representatives, ASSIGNOR covenants and agrees with ASSIGNEE that ASSIGNOR has not granted to any others any license to make, use or sell any of such inventions, that ASSIGNOR'S right, title and interest in such inventions has not been encumbered, that ASSIGNOR has good right and title to sell and assign the same, and that ASSIGNOR will not execute any instrument in conflict herewith.

For ASSIGNOR and for ASSIGNOR'S heirs, successors and legal representatives, ASSIGNOR further covenants and agrees with ASSIGNEE that upon request ASSIGNOR and ASSIGNOR'S heirs, successors and legal representatives will: (i) execute continuing, divisional, substitute, reexamination, and/or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to ASSIGNEE any facts known to ASSIGNOR or ASSIGNOR'S heirs, successors and legal representatives relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigation; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for ASSIGNEE, may be necessary or desirable to secure the grant of Letters Patent to ASSIGNEE or its nominees, in the United States and in all other countries where ASSIGNEE may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for ASSIGNEE and to vest and confirm in ASSIGNEE or its nominees the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid at the expense of ASSIGNEE.



In Witness Whereof I have executed this assignment on \_\_\_\_\_, 2016.  
(Month, Day) (Year)

\_\_\_\_\_  
Matthew BIO

\_\_\_\_\_  
(Signature of Inventor)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
Country of \_\_\_\_\_ }

On \_\_\_\_\_

before me, \_\_\_\_\_, Notary public,  
personally appeared \_\_\_\_\_,

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 \_\_\_\_\_ (Seal)

In Witness Whereof I have executed this assignment on \_\_\_\_\_, 2016.  
(Month, Day) (Year)

\_\_\_\_\_  
Yuanqing (Eric) FANG

\_\_\_\_\_  
(Signature of Inventor)

Commonwealth of Massachusetts }  
County of \_\_\_\_\_ }

On this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_ the undersigned notary public,  
personally appeared \_\_\_\_\_, (name of document  
signer) proved to me through satisfactory evidence of identification, which were  
\_\_\_\_\_, to be the person whose name is  
signed on the preceding or attached document, and acknowledged to me that (he) (she) signed  
it voluntarily for its stated purpose.

\_\_\_\_\_  
(seal)  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires: \_\_\_\_\_

In Witness Whereof I have executed this assignment on March 31, 2016.  
(Month, Day) (Year)

Jacqueline Milne  
Jacqueline MILNE

Jacqueline Milne  
(Signature of Inventor)

Commonwealth of Massachusetts }  
County of Suffolk }

On this 31<sup>st</sup> of March, 2016  
before me, Sheila Burge the undersigned notary public,  
personally appeared Jacqueline Milne, (name of document  
signer) proved to me through satisfactory evidence of identification, which were  
Massachusetts Drivers License, to be the person whose name is  
signed on the preceding or attached document, and acknowledged to me that (he) (she) signed  
it voluntarily for its stated purpose.

Sheila Burge (seal)  
Signature of Notary Public

Sheila Burge  
Printed Name of Notary Public

My commission expires:

August 12 2022



**SHEILA BURGE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 12, 2022

In Witness Whereof I have executed this assignment on March 21, 2016.  
(Month, Day) (Year)

[Signature]  
Sean H. WIEDEMANN

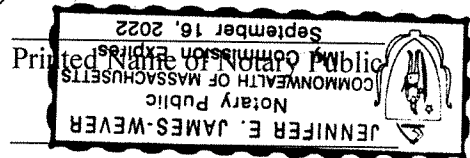
SEAN H WIEDEMANN  
(Signature of Inventor)

Commonwealth of Massachusetts }  
County of Middlesex }

On this 21<sup>st</sup> of March, 2016,  
before me, Jennifer James-Wever the undersigned notary public,  
personally appeared Sean H. Wiedemann, (name of document  
signer) proved to me through satisfactory evidence of identification, which were  
personally known to me, to be the person whose name is  
signed on the preceding or attached document, and acknowledged to me that (he) (she) signed  
it voluntarily for its stated purpose.

[Signature] (seal)  
Signature of Notary Public

My commission expires:



In Witness Whereof I have executed this assignment on \_\_\_\_\_, 2016.  
(Month, Day) (Year)

\_\_\_\_\_  
Ashraf WILSILY (Signature of Inventor)

Commonwealth of Massachusetts }  
County of \_\_\_\_\_ }

On this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_ the undersigned notary public,  
personally appeared \_\_\_\_\_, (name of document  
signer) proved to me through satisfactory evidence of identification, which were  
\_\_\_\_\_, to be the person whose name is  
signed on the preceding or attached document, and acknowledged to me that (he) (she) signed  
it voluntarily for its stated purpose.

\_\_\_\_\_  
Signature of Notary Public (seal)

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires: \_\_\_\_\_