

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4070751

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHERRY BULLENS	08/24/2016
STUART BUNTING	08/24/2016
TIANWEI CHOU	08/22/2016
AUGUSTUS OKHAMAFE	07/06/2006
CHRISTOPHER P. PRICE	08/19/2016
DANIEL J. WENDT	08/22/2016
CLARENCE YAP	08/17/2016
RECEIVING PARTY DATA	
Name:	BIOMARIN PHARMACEUTICAL INC.
Street Address:	105 DIGITAL DRIVE
City:	NOVATO
State/Country:	CALIFORNIA
Postal Code:	94949
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15225355
CORRESPONDENCE DATA	
Fax Number:	(415)382-1417
<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>	
Phone:	415-506-6709
Email:	rjagow@bmrn.com
Correspondent Name:	LUISA BIGORNIA
Address Line 1:	105 DIGITAL DRIVE
Address Line 4:	NOVATO, CALIFORNIA 94949
ATTORNEY DOCKET NUMBER:	30610/49788
NAME OF SUBMITTER:	RHODA JAGOW
SIGNATURE:	/rhj/
DATE SIGNED:	09/27/2016

Total Attachments: 18

source=Assignment 15225355 (0111 05 US) with Confidential Information and Inventions Agreement#page1.tif
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ASSIGNMENT

WHEREAS, WE, Sherry Bullens, a citizen of the United States, residing at 105 Digital Drive, Novato, CA 94949; Stuart Bunting, a citizen of the United States, residing at 105 Digital Drive, Novato, CA 94949; Tianwei Chou, a citizen of the United States, residing at 105 Digital Drive, Novato, CA 94949; Augustus O. Okhamafe, a citizen of the United States, residing at 5310 Crystyl Ranch Drive, Concord, CA 94521; Christopher P. Price, a citizen of the United States, residing at Papiermuehlenweg 6, Aachen, Germany 52070; Daniel J. Wendt, a citizen of the United States, residing at 105 Digital Drive, Novato, CA 94949; and Clarence Yap, a citizen of the United States, residing at 105 Digital Drive, Novato, CA 94949; ASSIGNORS, are the inventors of the invention in USE OF C-TYPE NATRIURETIC PEPTIDE VARIANTS TO TREAT SKELETAL DYSPLASIA for which we have executed an application for a Patent of the United States

Which is identified by Marshall Gerstein Borun LLP Docket No. 30610/49788

Which was filed on August 1, 2016, Application No. 15/225,355

and WHEREAS, **BIOMARIN PHARMACEUTICAL INC.**, ASSIGNEE and having an office for the transaction of business at 105 Digital Drive, Novato, CA 94949, ASSIGNEE, is desirous of obtaining the said assignors' entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assign, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assign, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Aug 24, 2016
Date

[Signature] LS
Sherry Bullens

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.

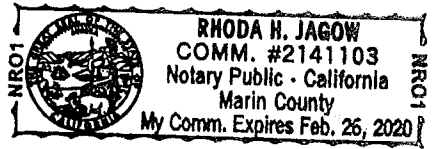
STATE OF CALIFORNIA)
COUNTY OF Marin)

On August 24, 2016 before me, Rhoda Jagow, Notary Public, personally appeared Sherry Bullens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 Rhoda Jagow (Seal)



8-24-2016
Date

Stuart Bunting LS
Stuart Bunting

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STATE OF CALIFORNIA)

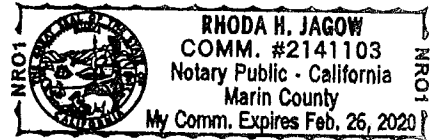
COUNTY OF Marin)

On August 24, 2016 before me, Rhoda Jagow, Notary Public, personally appeared Stuart Bunting, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Rhoda Jagow (Seal)



8/22/2016
Date

Tianwei Chou LS

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STATE OF CALIFORNIA)

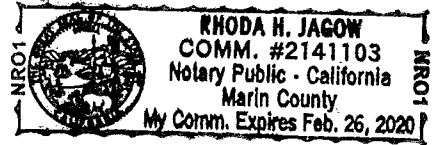
COUNTY OF Marin)

On August 22, 2016 before me, Rhoda Jagow, Notary Public, personally appeared Tianwei Chou, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 Rhoda Jagow (Seal)



Date _____, 2016 _____ L.S.
Augustus O. Okhamafe


Date _____, 2016 _____
Witness Signature

Witness Print Name

Date _____, 2016 _____
Witness Signature

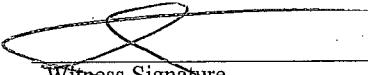
Witness Print Name

Date August 19, 2016



Christopher P. Price L.S.

Date August 19, 2016

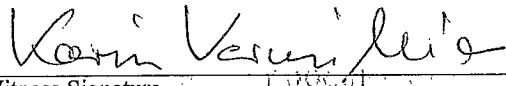


Witness Signature

Adam L. Coesick

Witness Print Name

Date August 19, 2016



Witness Signature

Karin Vermillion

Witness Print Name

22 August 2016
Date

Daniel J. Wendt LS
Daniel J. Wendt

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STATE OF CALIFORNIA)

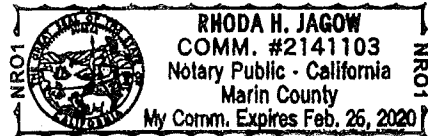
COUNTY OF Marin)

On August 22, 2016 before me, Rhoda Jagow, Notary Public, personally appeared Daniel J. Wendt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

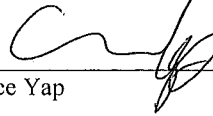
WITNESS my hand and official seal.

Signature *Rhoda Jagow* (Seal)



8-17-2016

Date



Clarence Yap

LS

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STATE OF CALIFORNIA)

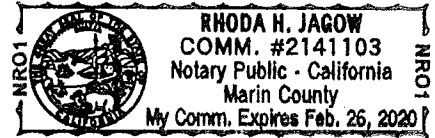
COUNTY OF Marin)

On August 17, 2016 before me, Rhoda Jagow, Notary Public, personally appeared Clarence Yap, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Rhoda Jagow (Seal)



ACCEPTED AND AGREED TO BY ASSIGNEE, BIOMARIN PHARMACEUTICAL INC.

Signature [Signature] Date 9/19/2016

Printed Name Luisa Bigornia

Title VP, Intellectual Property

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)
County of Marin)

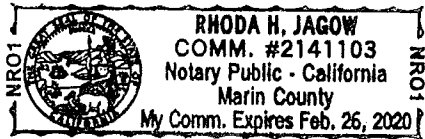
On Sept. 19, 2016 before me, Rhoda Jagow
Date Here Insert Name and Title of the Officer

personally appeared Luisa Bigornia
Name(s) of Signer(s)

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 Rhoda Jagow
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BIOMARIN PHARMACEUTICAL INC.

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment (whether as a part time, full time, temporary or permanent employee, intern, apprentice or otherwise) by BioMarin Pharmaceutical Inc. (the "Company"); (the definition of "Company" for the purposes of this Agreement shall include BioMarin Pharmaceutical Inc., its affiliates and subsidiaries), and the compensation now and hereafter paid to me and access to Confidential Information (defined below) being given to me by the Company, I hereby agree to this Confidential Information and Inventions Agreement ("Agreement") as follows:

1. Definitions. As used in this Agreement, the terms have the following definitions:

- 1.1. "Clients" means any person(s) or entity (entities) for whom the Company performs services, to whom the Company sells or licenses products, or from whom I obtain information, or the Company obtains information.
- 1.2. "Confidential Information" means proprietary techniques and confidential information that the Company has or will develop, compile, own, or license or that the Company receives under conditions of confidentiality. Confidential Information includes not only information disclosed by the Company (including its employees, agents, and independent contractors) or its Clients to me in the course of my employment, but also information (including inventions) developed or learned by me during the course of my employment with the Company. Confidential Information is to be broadly defined and includes: (i) all information that has or could have commercial value or other utility; and (ii) all information that, if disclosed without authorization, could be detrimental to the interests of the Company or its Clients, whether or not such information is identified as Confidential Information by the Company or its Clients. By example and without limitation, Confidential Information includes all information on teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development, test results, specifications, data, know-how, negative know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer, Client or supplier lists, their identities, characteristics, and agreements.
- 1.3. "Inventions" means discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by me (either alone or jointly with others) during the period of my employment,

that (i) are related to or useful in the business of the Company, (ii) result from any work performed by me for the Company, or (iii) result from the use of premises owned, leased, or otherwise used or acquired by the Company.

2. Non-Disclosure Of Confidential Information. At all times, both during my employment and after the cessation of my employment, I will keep in strictest confidence and trust all Confidential Information, and I will not disclose, use, or induce or assist in the use or disclosure of any Confidential Information or rights pertaining to Confidential Information, or anything related thereto, without the prior express written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. I further agree to promptly advise the Company of any knowledge that I may have of any unauthorized release or use of Confidential Information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with any Confidential Information.
3. Conflicting Employment. During the period of my employment, I will not directly or indirectly engage in any employment, occupation, consulting or other business activity, which the Company shall determine in good faith to be in competition with the Company.
4. Business Opportunities. During the period of my employment, I will promptly disclose to appropriate corporate officers and/or directors all business opportunities that are presented to me in my capacity as an officer or employee of the Company, which are similar in nature to the type of business the Company engages in or has expressed an interest in undertaking or getting involved in the future. I promise not to usurp or take advantage of any such business opportunity without first offering such opportunity to the Company.
5. Non-Solicitation Of Employees. During my employment and for a period of two years after the cessation of my employment for any reason, whether with or without cause, I will not, either directly or indirectly, either alone or in concert with others, solicit or entice any employee of, or consultant to, the Company to leave the Company for any reason whatsoever or to work for anyone in competition with the Company.
6. Confidential And Proprietary Information Of Third Parties. I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary 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 agree that I owe the Company and such third parties, during my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence, and I will not disclose, use, or induce or assist in the use or disclosure of any such confidential or proprietary information

without the prior express written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company consistent with the Company's Agreement with such third party.

7. Prior Knowledge And Prior Relationships.

- 7.1. Except as disclosed in **Exhibit A**, I have no knowledge of the Company's Confidential Information other than information I have learned from the Company.
- 7.2. I have disclosed in **Exhibit A**, a complete list of all inventions that are proprietary to me and that I want to exclude from the application of this Agreement. The Company will receive and hold all such disclosures in confidence. (See **Exhibit A** for further instructions/effects of completing this disclosure.)
- 7.3. I have no agreements, relationships, or commitments to any other person or entity that conflict with, or would prevent me from performing, any of my obligations to the Company under this Agreement.
- 7.4. I will not disclose to the Company, use, or induce the Company to use any proprietary information or trade secrets of others. I represent and warrant that I have returned all property and confidential information belonging to all others.

8. Assignment Of Employee Inventions.

- 8.1. I will promptly disclose in writing to the Company all inventions.
- 8.2. All inventions belong to and are the sole property of the Company and will be inventions of the Company subject to this Agreement. I assign to the Company all rights, title, and interest I may have or may acquire in and to all inventions. I shall sign and deliver to the Company (during and after employment) any other documents that the Company considers desirable to provide evidence of: (i) the assignment of all my rights, if any, in any inventions; and (ii) the Company's ownership of such inventions.
- 8.3. Any provision in this Agreement requiring me to assign rights to an invention does not apply to any invention that qualifies under California Labor Code Section 2870, which is reprinted in its entirety in **Exhibit B**.
- 8.4. I will assist the Company in applying for, prosecuting, obtaining, or enforcing any patent, copyright or other rights or protection relating to any invention, all at the Company's expense, but without additional consideration in excess of my salary or wages. If the Company requires

any assistance after the cessation of my employment, I will be compensated for time actually spent in providing that assistance at an hourly rate equivalent to my salary or wages during the last period of employment with the Company.

- 8.5. If the Company is unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright or other rights or protection relating to any invention, whether due to my mental or physical incapacity or any other cause, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agent as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by me.

9. Cessation Of Employment.

- 9.1. If my employment with the Company ceases for any reason, I shall promptly and without request: (i) inform the Company of and deliver to the Company all documents and data pertaining to my employment and all Confidential Information and inventions, whether prepared by me or otherwise coming into my possession or control; (ii) return to the Company any of its property then in my possession; and (iii) sign the certificate in **Exhibit C**. I shall not retain any written or other tangible material containing any information concerning or disclosing any Confidential Information or inventions.
- 9.2. If my employment with the Company ceases for any reason, I will protect the value of the Confidential Information and inventions and will prevent their misappropriation or disclosure. I will not disclose or use any Confidential Information or inventions for my benefits or the benefit of any third party, or to the detriment of the Company or its Clients.

10. Specific Performance.

- 10.1. Because my breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.
- 10.2. I acknowledge and agree that the protections set forth in this Agreement are a material condition to my employment with and compensation by the Company.

11. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.
12. Exhibits. The following Agreements and Exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:

Exhibit A – PRIOR KNOWLEDGE AND INVENTIONS

Exhibit B – WRITTEN NOTIFICATION TO EMPLOYEE OF LABOR CODE SECTION 2870

Exhibit C – CESSATION OF EMPLOYMENT CERTIFICATE

If any inconsistency exists or arises between a provision of this Agreement, and a provision of any Exhibit, the provisions of this Agreement will prevail.
13. CHOICE OF LAW. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined by California law.
14. Severability. Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.
15. No Waiver. No implied waiver by the Company of any provision within this Agreement shall arise in the absence of a waiver in writing signed by the Company and no waiver by the Company with respect to a specific circumstance, event or occasion shall be construed as a continuing waiver as to similar circumstances, events or occasions.
16. Attorneys' Fees. In the event that any legal proceeding is instituted to enforce, interpret or evade the terms of this Agreement, the prevailing party shall be able to recover its reasonable attorney's fees and costs against the other party on both its contract and related tort claims arising under this Agreement.
17. Amendment And Modification. This Agreement can be amended, modified, released or changed in whole or in part only by a written Agreement executed by the Company and myself.
18. Entire Agreement. This Agreement contains the sole and entire Agreement and understanding between the Company and myself with respect to the subject

matter hereof, and supercedes and replaces any prior Agreement to the extent any such Agreement is inconsistent herewith.

19. Successors And Assigns. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company and its successors or assigns.
20. Effective Date. This Agreement shall be effective as of the first date of my being retained to render services to the Company.

I HAVE READ ALL OF THIS AGREEMENT AND UNDERSTAND IT COMPLETELY, AND BY MY SIGNATURE BELOW, I REPRESENT THAT THIS AGREEMENT IS THE ONLY STATEMENT MADE BY, OR ON BEHALF OF, THE COMPANY UPON WHICH I HAVE RELIED IN SIGNING THIS AGREEMENT.

So agreed this 06 day of JULY, ²⁰⁰⁶2005

Signature: Augustus Okhamafe

Print Name: AUGUSTUS OKHAMAFE

BIOMARIN PHARMACEUTICAL INC.

By: [Signature]

Title: VP HR

Date: 10/6/06

**EXHIBIT A
PRIOR KNOWLEDGE AND INVENTIONS**

Note: Completion of Question #2 is voluntary. Disclosing inventions in this Exhibit will ensure that there is no confusion that such invention is not an "Invention" as defined by and subject to this Agreement. Notwithstanding your failure to disclose an invention here, any invention must meet the definition of an "Invention" to be subject to this Agreement.

1. I acknowledge that I know nothing about the Company's Confidential Information or inventions other than the following information that has been disclosed to me by the Company or its Clients (if none, so state):

2. I acknowledge that I have not conceived, made or reduced to practice (alone or jointly with others) any inventions other than the following, which are excluded from application of this Agreement (if none so state): _____

3. I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with this Agreement or with my relationship with the Company other than with the following (specify and if none, so state):

Date: 06 JULY 2006

Signature: Augusto Delonofe

EXHIBIT B
CALIFORNIA LABOR CODE SECTION 2870

In accordance with California Labor Code Section 2872, you are hereby notified that your Confidentiality and Inventions Agreement does not require you to assign to the Company any invention for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

The following is the text of California Labor Code Section 2870:

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities or trade secret information except for those inventions that either:

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

(2) Result from any work performed by the Employee for the employer.

(b) To the extent a provision in an Employment Agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a) the provision is against public policy of this state and is unenforceable."

I hereby acknowledge receipt of this written notification.

Date: 06 JULY 2006

Signature: Augustus Okonkwo

EXHIBIT C
CESSATION OF EMPLOYMENT CERTIFICATE

I hereby certify that I have complied with and will continue to comply with the terms of the Confidential Information and Inventions Agreement ("Agreement"), which I signed, including the prompt reporting of all inventions conceived or made by me that are covered by the Agreement. All capitalized terms used, but not defined in this Certificate, will have the meanings as described to them in the Agreement.

I further certify that I do not have in my possession, nor have I failed to return, any Confidential Information or copies of such information, or other documents or materials, equipment, or other property belonging to the Company or its Clients.

I agree that, in compliance with the Agreement, I will preserve as confidential and not use any Confidential Information, inventions or other information that has or could have commercial value or other utility in the business in which the Company or its Clients are engaged or in which they contemplate engaging. I will not participate in the unauthorized disclosure of information that could be detrimental to the interests of the Company or its Clients, whether or not such information is identified as Confidential Information by the Company or its Clients.

Date: 06 JULY 2006

Signature: Augusto Okunaka Jr