

JOSE LLORED A CAMACHO & CO.

ABOGADOS

Calle 72 No. 5-83 Piso 5, Bogotá, D.C. Tel: 6069700 Fax 6069701

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 11-108185-00005-0000

Fecha: 2012-02-23 15:53:58 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYI Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 16

Señor

SUPERINTENDENTE DE INDUSTRIA Y COMERCIO

DIVISION DE NUEVAS CREACIONES

E. S. D.

Re: PI.-GENENTECH, INC.-Solicitud de Patente de Invención en Fase Nacional PCT para "TRATAMIENTO DE TRASTORNOS RESISTENTES A INSULINA".-Clase A61K 39/395.-Expediente número 11-108.185.-

1. Me refiero al Oficio No. **17622** dictado por ese Despacho notificado por fijación en lista de 11 de noviembre de 2011 y a mi memorial de plazo de 4 de enero de 2012.
2. En respuesta a su comunicación arriba referida y estando dentro del término establecido para ello, me permito presentar a este Despacho el documento que acredita el traspaso, que los autores de la patente de la referencia hacen a favor de mi representado, de los derechos sobre la misma, debidamente apostillado, junto con la Traducción Oficial número 2012-02-15-106 y legalizada hasta por el Ministerio de Relaciones Exteriores de Colombia.
3. Ruego a usted tomar atenta nota de lo anterior y proceder de conformidad.

Señor Superintendente,

ALICIA LLORED A RICAURTE

T.P. 53.215

TRADUCCION OFICIAL No. 2012-02-15-106
DE UN DOCUMENTO ESCRITO EN INGLES

APOSTILLA

(Convención de La Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América
Este documento público
2. ha sido firmado por T. Lawrence
3. actuando como Funcionario que Certifica
4. lleva el sello/estampilla de la Oficina de Patentes y Marcas de los EE.UU.

Certificado

5. en Washington, D.C.
6. el 1 de febrero de 2012
7. por el Funcionario Asistente de Autenticaciones, Departamento de Estado de los Estados Unidos
8. No. 12015938-10
9. Sello/Estampilla
Departamento de Estado
Estados Unidos de América
10. Firma: (ilegible)
Patrick O. Hatchett

TRADUCTORA OFICIAL
RES. 2177/89 MINJUSTICIA


ANITA ESCOBAR DE TAMAYO

LOS ESTADOS UNIDOS DE AMERICA
A TODOS AQUELLOS QUE VIEREN ESTOS PRESENTES:
DEPARTAMENTO DE COMERCIO DE LOS ESTADOS UNIDOS
Oficina de Patentes y Marcas de los Estados Unidos

15 de diciembre de 2011

POR EL PRESENTE CERTIFICO QUE ADJUNTO AL PRESENTE SE ENCUENTRA UNA COPIA FIEL DE LOS REGISTROS DE ESTA OFICINA DE UN DOCUMENTO REGISTRADO EL 12 DE SEPTIEMBRE DE 2011.

Oficina de Patentes y Marcas de los
Estados Unidos
Departamento de Comercio

Por Autoridad del
Subsecretario de Comercio para
Propiedad Intelectual
y Director de la Oficina de Patentes y Marcas de
los Estados Unidos

(firma: ilegible)
T. LAWRENCE
Funcionario que Certifica

TRASPASO DE PATENTE	
Versión Electrónica v1.1	
Versión Hoja Estilo v1.1	
TIPO DE PRESENTACION	NUEVO TRASPASO
NATURALEZA DEL TRASPASO	TRASPASO
DATOS DE LA PARTE QUE TRASPASA	
<u>Nombre</u>	<u>Fecha de Ejecución</u>
Ganesh A Kolumam	09/07/2011
Yan Hun	08/29/2011
Wenjun Ouyang	08/26/2011

DATOS DE LA PARTE QUE RECIBE	
Nombre:	Genentech, Inc.
Dirección:	1 DNA Way
Dirección Interna:	MS49
Ciudad:	San Francisco
Estado/País	CALIFORNIA
Código Postal	94080
Total NUMEROS DE PROPIEDAD: 3	
<u>Tipo de Propiedad</u>	<u>Número</u>
Número PCT:	US1029280
Número Solicitud:	12749876
Número Solicitud:	61165677

DATOS DE CORRESPONDENCIA	
Número Fax:	(650)952-9881
Teléfono:	6502251000
Email:	trenshaw@gene.com
<i>La correspondencia se enviará vía US Mail cuando el intento por fax no sea exitoso.</i>	

Nombre Corresponsal:	Genentech, Inc.
Línea Dirección 1:	1 DNA Way
Línea Dirección 2:	MS49
Línea Dirección 4:	South San Francisco, CALIFONRIA 94080

NUMERO EXPEDIENTE:	P4274R1 - TRASPASO I
NOMBRE DEL PRESENTADOR:	Bonny G. Yeung
Total Anexos: 14	
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fuente=P4274R1_suscrito_traspaso_1#página6.tif	

PATENTE
REEL 026885 FRAME: 0944

TRASPASO

POR CUANTO,

Ganesh A. Kolumam, ciudadano de India, con dirección postal 1 DNA Way, South San Francisco, CA 94080, y

Yan Hu, ciudadano de los EE.UU., con dirección postal 1 DNA Way, South San Francisco, CA 94080, y

Wenjun Ouyang, ciudadano de los EE.UU., con dirección postal 1 DNA Way, South San Francisco, CA 94080

(en adelante "CEDENTES"), hemos inventado una invención nueva y útil en

TRATAMIENTO DE TRASTORNOS RESISTENTES A INSULINA

para la cual se ha presentado una solicitud para Patente de Invención No. Serial PCT/US2010/029280 (Expediente No. P4274R1 WO) el 30 de marzo de 2010, y una solicitud para Patente de Invención No. Serial 12/749,876 (Expediente No. P4274R1 US) el 30 de marzo de 2010), y una solicitud para Patente de Invención No. Serial 61/165,677 (Expediente No. PR4274) el 1 de abril de 2009, y

POR CUANTO, GENENTECH, INC., una sociedad constituida y existente bajo y en virtud de las leyes del Estado de Delaware, con domicilio en 1 DNA Way, South San Francisco, California 94080-4990, desea adquirir un interés en y de dicha invención, y en y de las Patentes de Invención para ser obtenido por lo tanto;

AHORA, POR LO TANTO, sépase por todos a quienes concierna;

Que por una contraprestación buena y valiosa el recibo de lo cual se reconoce por el presente, dicho CEDENTE ha y por el presente vende, cede, transfiere y traspasa a GENENTECH, INC., sus sucesores y cesionarios, el derecho, título e interés completo y exclusivo incluyendo todos los derechos bajo la Convención de París para la Protección de Propiedad Industrial, en y de dicha invención, y en y de cualquiera y todas las Patentes de Invención para ser otorgadas y expedidas por lo tanto o cualquier continuación, división, renovación, o sustituto de la misma, y en cuanto a Patentes de Invención cualquier reexpedición o reexamen de la misma, no únicamente para, de, y en los Estados Unidos de América, sus territorios y posesiones, sino para, y en todos los demás países; y ha sido y por el presente se autoriza y solicita que las agencias

gubernamentales apropiadas expidan dichas Patentes de Invención a GENENTECH, INC., de conformidad con este Traspaso.

Dichos CEDENTES convienen y acuerdan cooperar con GENENTECH, INC., para permitir que GENENTECH, INC. disfrute hasta el límite completo el derecho, título e interés por el presente traspasado en los Estados Unidos y países extranjeros. Dicha cooperación por dichos CEDENTES incluye la producción oportuna de los datos y documentos pertinentes, dando testimonio, ejecución de recursos, juramentos, especificaciones, declaraciones u otros documentos, y otra asistencia todo hasta donde se considere necesario o deseable por parte de GENENTECH, INC. (a) para perfeccionar el derecho, título e interés por el presente traspasado; (b) para procesar cualquiera de dichas solicitudes; (c) para presentar y procesar solicitudes para reexpedición de cualquiera de dichas patentes; (d) para interferencia u otro procedimiento de prioridad que comprenda a dicha invención; y (e) para procesos legales que comprendan a dicha invención y cualquier solicitud por lo tanto y cualquier patente otorgada sobre ella, incluyendo sin limitación procedimientos de oposición, procedimientos de cancelación, concursos de prioridad, procedimientos de uso público, acciones de infracción y acciones judiciales; siempre y cuando, sin embargo, que el gasto incurrido por dichos CEDENTES al proporcionar dicha cooperación sea pagado por GENENTECH, INC.

Los términos y acuerdos de este traspaso entrarán en vigencia para beneficio de GENENTECH, INC., sus sucesores, cesionarios y otros representantes legales, y será obligatorio para dichos CEDENTES, sus respectivos herederos, representantes legales, y cesionarios.

Dichos CEDENTES por el presente garantizan y afirman que no han celebrado y no celebrarán ningún traspaso, contrato, o entendimiento que entre en conflicto con ello.

EN TESTIMONIO DE LO CUAL, firmamos como sigue.

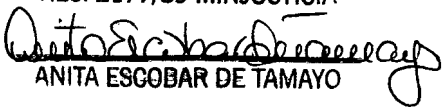
South San Francisco	(firma: ilegible)
Fechado: 7 de septiembre de 2011	Ganesh A. Kolumam
Saint Louis, MO	(firma: ilegible)
Fechado: 08/29/2011	Yan Hu
South San Francisco	(firma: ilegible)
Fechado: 08/26/2011	Wenjun Ouyang ¹

REGISTRADO: 09/12/2011

PATENTE

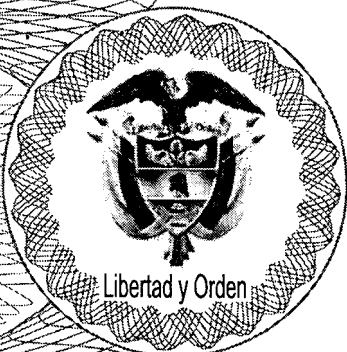
REEL: 026885 FRAME: 0950

Traducido según mi mejor saber y entender, este día 15 de febrero de 2012, en la ciudad de Bogotá, D.C., por Anita Escobar de Tamayo, Traductora Oficial, Res. 2177 de 1989, Ministerio de Justicia, República de Colombia.

TRADUCTORA OFICIAL
RES. 2177/89 MINJUSTICIA

ANITA ESCOBAR DE TAMAYO

¹ Nota del Traductor: No se repite el texto, se incluyen todas las firmas en una sola página.

5



REPÚBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES
LEGALIZACION

País: **REPUBLICA DE COLOMBIA**
(Country: - Pays:)

El presente documento público
(This public document - Le présent acte public)

Ha sido firmado por: **ESCOBAR DE TAMAYO ANITA CECILE**
(Has been signed by: - A été signé par:)

Actuando en calidad de: **TRADUCTOR OFICIAL**
(Acting in the capacity of: - Agissant en qualité de:)

Lleva el sello/estampilla de: **TRADUCTOR E INTERPRETE OFICIAL**
(Bears the seal/stamp of: - Est revêtu du sceau de / timbre de:)

Certificado
(Certified - Attesté)

En: **BOGOTA D.C**
(At: - À:)

El: **2/16/2012 12:48:31 p.m.**
(On: - Le:)

Por: **APOSTILLA Y LEGALIZACIÓN**
(By: The Ministry of Foreign Affairs of Colombia - Par: Ministère des Affaires Étrangères de la Colombie)

No: **LMCQ124831778**
(Under Number: - Sous le numéro:)

Nombre del Titular: **12015938-10**
(Name of the holder of document: - Nom du titulaire:)

Tipo de documento: **TRADUCCION APOSTILLA**
(Type of document: - Type du document:)

Número de hojas: **4**
(Number of pages: - Nombre de pages:)

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Firmado Digitalmente por: (Digitally Signed by:)
Ministerio de Relaciones Exteriores de Colombia
AMPARO DE LA CRUZ TAMAYO RODRIGUEZ
Reason: DOCUMENT AUTHENTICITY
BOGOTA - COLOMBIA

La autenticidad de este documento puede ser verificada en el Registro Electrónico que se encuentra en la siguiente página
The authenticity of this document may be verified by accessing the e-Register on the following web site:
L'autauthenticité de cette document peut être vérifiée en accédant l'e-Registre sur le site web suivant:

www.cancilleria.gov.co/legalizaciones

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by T. Lawrence

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

6. the first of February, 2012

7. by Assistant Authentication Officer, United States Department of State

8. No. 12015938-10

9. Seal/Stamp:

10. Signature:

Patrick O. Hatchett
Patrick O. Hatchett

A 7330041

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

December 15, 2011

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
SEPTEMBER 12, 2011.**

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**

T. Lawrence

**T. LAWRENCE
Certifying Officer**



PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Ganesh A Kolumam</td><td>09/07/2011</td></tr><tr><td>Yan Hu</td><td>08/29/2011</td></tr><tr><td>Wenjun Ouyang</td><td>08/26/2011</td></tr></tbody></table>	Name	Execution Date	Ganesh A Kolumam	09/07/2011	Yan Hu	08/29/2011	Wenjun Ouyang	08/26/2011	
Name	Execution Date								
Ganesh A Kolumam	09/07/2011								
Yan Hu	08/29/2011								
Wenjun Ouyang	08/26/2011								
RECEIVING PARTY DATA									
Name:	Genentech, Inc.								
Street Address:	1 DNA Way								
Internal Address:	MS49								
City:	South San Francisco								
State/Country:	CALIFORNIA								
Postal Code:	94080								
PROPERTY NUMBERS Total: 3									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>PCT Number:</td><td>US1029280</td></tr><tr><td>Application Number:</td><td>12749876</td></tr><tr><td>Application Number:</td><td>61165677</td></tr></tbody></table>	Property Type	Number	PCT Number:	US1029280	Application Number:	12749876	Application Number:	61165677	
Property Type	Number								
PCT Number:	US1029280								
Application Number:	12749876								
Application Number:	61165677								
CORRESPONDENCE DATA									
Fax Number:	(650)952-9881								
Phone:	6502251000								
Email:	trenshaw@gene.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	Genentech, Inc.								
Address Line 1:	1 DNA Way								
Address Line 2:	MS49								
Address Line 4:	South San Francisco, CALIFORNIA 94080								
ATTORNEY DOCKET NUMBER:	P4274R1 - ASSGN I								

PATENT

501654197

REEL: 026885 FRAME: 0943

CH \$120.00 US1029280

NAME OF SUBMITTER:

Bonny G. Yeung

Total Attachments: 6

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source=P4274R1_executed_assignment_1#page6.tif

PATENT

REEL: 026885 FRAME: 0944

ASSIGNMENT

WHEREAS,

Ganesh A. Kolumam, a citizen of IN, having a mailing address of 1 DNA Way, South San Francisco, CA 94080, and

Yan Hu, a citizen of US, having a mailing address of 1 DNA Way, South San Francisco, CA 94080, and Wenjun Ouyang, a citizen of US, having a mailing address of 1 DNA Way, South San Francisco, CA 94080 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

TREATMENT OF INSULIN-RESISTANT DISORDERS

for which an application Serial No. PCT/US2010/029280 (Docket No. P4274R1 WO) for Letters Patent has been filed by them on March 30, 2010, and application Serial No. 12/749,876 (Docket No. P4274R1 US) for Letters Patent has been filed by them on March 30, 2010, and application Serial No. 61/165,677 (Docket No. PR4274) for Letters Patent has been filed by them on April 1, 2009, and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.

The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: September 7, 2011.

K. A. Ganesh
Ganesh A. Kolumam

Dated: _____

Yan Hu

South San Francisco

Dated: _____

Wenjun Ouyang

ASSIGNMENT

WHEREAS,

Ganesh A. Kolumam, a citizen of IN, having a mailing address of 1 DNA Way, South San Francisco, CA 94080, and

Yan Hu, a citizen of US, having a mailing address of 1 DNA Way, South San Francisco, CA 94080, and Wenjun Ouyang, a citizen of US, having a mailing address of 1 DNA Way, South San Francisco, CA 94080 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

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NOW, THEREFORE, be it known by all whom it may concern;

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IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: _____

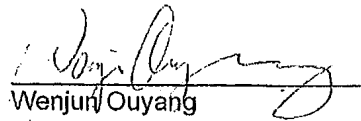
Ganesh A. Kolumam

Dated: _____

Yan Hu

South San Francisco

Dated: 8/26/2011


Wenjun Ouyang

ASSIGNMENT

WHEREAS,

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IN WITNESS WHEREOF we undersign as follows;

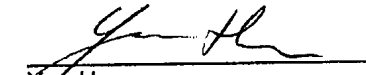
South San Francisco

Dated: _____

Saint Louis, MO

Dated: 8/29/2011

Ganesh A. Kolumam


Yan Hu

South San Francisco

Dated: _____

Wenjun Ouyang

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RECORDED: 09/12/2011

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