

HUMBERTO RUBIO & CIA.

ABOGADOS

Cra. 7 # 74 – 64 Oficina 506
Tel: (571) 3132408 – 3132423 - 3132410 - 3131759
Fax: (571) 3131647 - 3132367
E-mail: mail@rubiolawyers.com
Apartado Aereo 21848
Bogota, D.C. -Colombia

CL

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 14-143018- -00001-0000

Fecha: 2014-07-18 13:42:56 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 329 CTOINFORMACION Folios: 12

Señores

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
División de Nuevas Creaciones

E. S. D.

REF: Expediente:
Patente de Invención:

14-143018
POLIPEPTIDOS DE
RECEPTORES DE
ACTIVINA VARIANTES,
SOLOS O EN
COMBINACION CON
QUIMIOTERAPIA, Y SUS
USOS

Solicitud Internacional No. **PCT/US2012/070571**
Titular: **AMGEN INC.**

PRESENTACION DOCUMENTO DE CESION

HUMBERTO RUBIO CAMACHO, mayor de edad, domiciliado en Bogotá, D.C., identificado con la cédula de ciudadanía número 17.192.062 de Bogotá, abogado en ejercicio, portador de la Tarjeta Profesional No. 50.007 expedida por el Consejo Superior de la Judicatura, actuando en carácter de **APODERADO** de la Sociedad **AMGEN INC.** domiciliada One Amgen Center Drive, Thousand Oaks, CA 91320, Estados Unidos de América; me permito anexar:

- 1- Copia del Documento de Cesión otorgado por los Inventores; traducido del idioma Inglés al español; por medio del cual se cede todos los derechos poseídos sobre la presente invención a favor de mi representada la Sociedad **AMGEN INC.**

Todo de acuerdo a lo establecido en los artículos 63 del Código de Procedimiento Civil y 167 literal c) del Decreto 019 de 2.012.

Teniendo en cuenta lo anterior solicito se continúe con el trámite correspondiente.

Atentamente,

HUMBERTO RUBIO CAMACHO
C.C. 17.192.062 de Bogotá
T.P. 50.007 Consejo Superior
de la Judicatura.
COD. 4134

ASSIGNMENT

Whereas, we, Jeonghoon Sun, 4340 Camino De La Rosa, Thousand Oaks, California 91320 USA

Lei-Ting Tony Tam, 3427 Indian Ridge Circle, Thousand Oaks, California 91362 USA

Hui-Quan Han, 3353 Crossland Street, Thousand Oaks, California 91362 USA

Keith Soo-Nyung Kwak, 1588 Blue Canyon Street, Thousand Oaks, California 91320 USA

Xiaolan Zhou, 3876 Rodene Street, Thousand Oaks, California 91320 USA

John Lu, 4282 Jasmine Avenue, Culver City, California 90232 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

VARIANT ACTIVIN RECEPTOR POLYPEPTIDES AND USES THEREOF

which is found in:

U.S. Application Serial No. 13/329,897 filed December 19, 2011; which is a continuation-in-part of U.S. Application Serial No. 13/080,515 filed April 5, 2011; which is a division of U.S. Application Serial No. 12/074,877 filed March 5, 2008, now U.S. Patent No. 7,947,646; which claims the benefit of U.S. Provisional Application No. 61/065,474 filed February 11, 2008; and the benefit of U.S. Provisional Application No. 60/905,459 filed March 6, 2007.

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 2-29 2012
(Month, Day) (Year)

Jeonghoon Sun
(Name of Inventor)

[Signature]
(Signature of Inventor)

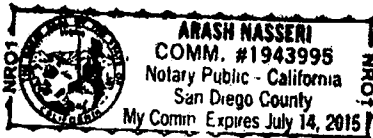
UNITED STATES OF AMERICA

State of California

County of Ventura } ss:
Sun piey.

On 2/29/12 before me, ARASH NASSERI,
Notary Public, personally appeared

Jeonghoon Sun



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]
Notary Public

My commission expires

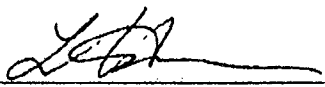
7/14 2015

6

Docket No.: A-1219-US-CIP

In Witness Whereof I have executed this assignment on 1 - 20 2012
(Month, Day) (Year)

Lei-Ting Tony Tam
(Name of Inventor)


(Signature of Inventor)

UNITED STATES OF AMERICA

State of California

County of Ventura

} ss:

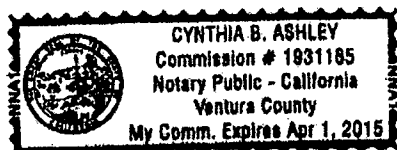
On January 20, 2012 before me, Cynthia B. Ashley,
Notary Public, personally appeared

Lei-Ting Tony Tam

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.



Cynthia B. Ashley
Notary Public

My commission expires

April 1, 2015

12
6

6

Docket No.: A-1219-US-CIP

In Witness Whereof I have executed this assignment on 1-20- 20 12
(Month, Day) (Year)

Hui-Quan Han
(Name of Inventor)

[Signature]
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California

County of Ventura

} ss:

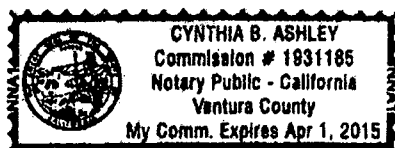
On January 20, 2012 before me, Cynthia B. Ashley
Notary Public, personally appeared

Hui-Quan Han

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.



Cynthia B. Ashley
Notary Public

My commission expires

April 1, 2015

6

In Witness Whereof I have executed this assignment on Jan 20 2012
(Month, Day) (Year)

Keith Soo-Nyung Kwak
(Name of Inventor)

Keith S. Kwak
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California

County of Ventura

} ss:

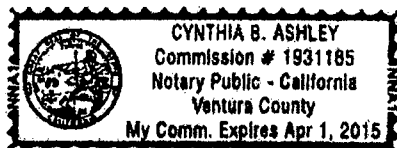
On January 20, 2012 before me, Cynthia B. Ashley,
Notary Public, personally appeared

Keith Soo-Nyung Kwak

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.



Cynthia B. Ashley
Notary Public

My commission expires

April 1, 2015

8

Docket No.: A-1219-US-CIP

In Witness Whereof I have executed this assignment on Jan 20 2012
(Month, Day) (Year)

John Lu
(Name of Inventor)

[Signature]
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California

County of Ventura

} ss:

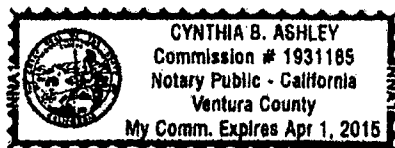
On January 20, 2012 before me, Cynthia B. Ashley
Notary Public, personally appeared

John Lu

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.



Cynthia B. Ashley
Notary Public

My commission expires

April 1, 2012

8

9

Docket No.: A-1219-US-CIP

In Witness Whereof I have executed this assignment on Feb 7 2012
(Month, Day) (Year)

Xiaolan Zhou
(Name of Inventor)

Xiaolan Zhou
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California

County of Ventura

} ss:

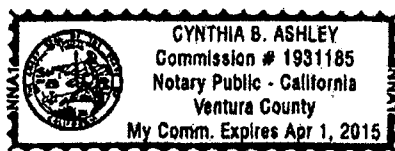
On February 7, 2012 before me, Cynthia B. Ashley
Notary Public, personally appeared

Xiaolan Zhou

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.



Cynthia B. Ashley
Notary Public

My commission expires

April 1, 2015

9

CESIÓN

Considerando que nosotros, Jeonghoon Sun, 4340 Camino De la Rosa, Thousand Oaks, California 91320 EEUU

Lei-Ting Tony Tam, 3427 Indian Ridge Circle, Thousand Oaks, California 91362 EEUU

Hui-Quan Han, 3353 Crossland Street, Thousand Oaks, California 91362 EEUU

Keith Soo-Nyung Kwak, 1588 Blue Canyon Street, Thousand Oaks, California 91320 EEUU

Xiaolan Zhou, 3876 Rodene Street, Thousand Oaks, California 91320 EEUU

John Lu, 4282 Jasmine Avenue, Culver City, California 90232 EEUU

(individuo(s) en adelante denominado "CESIONARIO") ha realizado una invención que es objeto de una solicitud de Patente de los Estados Unidos; y/o es objeto de una solicitud provisional; y / o es objeto de una solicitud internacional; y / o es objeto de otras solicitudes de patente en otras jurisdicciones en todo el mundo ("aplicación") titulada

POLYPEPTIDOS DE RECEPTORES DE ACTIVINA VARIANTES Y SUS USOS

que se encuentra en:

Solicitud en Estados Unidos No(s). 13/329,897 presentada el 19 de Diciembre de 2011; que es la continuación en parte de la Solicitud en Estados Unidos No(s). 13/080,515 presentada el 5 de Abril de 2011; que es una división de la Solicitud en Estados Unidos No(s). 12/074,877 presentada el 5 de Marzo de 2008, ahora la Solicitud en Estados Unidos No(s). 7,947,646; que reivindica el beneficio de la Solicitud Provisional en Estados Unidos No(s). 61/065,474 presentada el 11 de Febrero de 2008; y el beneficio de la Solicitud Provisional en Estados Unidos No 60/905,459 presentada el 6 de Marzo de 2007.

Considerando que, AMGEN INC, una Corporación de Delaware, cuya sede comercial principal está ubicada en One Amgen Center Drive, Thousand Oaks, California 91320-1799 desea adquirir todo el derecho, título e interés en todas las invenciones descritas en dicha solicitud;

Ahora, por lo tanto, en contraprestación de la suma de un dólar (\$1.00) y contraprestación válida y suficiente, cuya recepción es reconocida en este documento, el CESIONISTA por la presente vendido, cedido, transferido y conferido a AMGEN INC, sus sucesores y cesionarios ("CESIONARIO" colectivamente) todo el derecho, título e interés del CEDENTE sobre y bajo la Solicitud, solicitudes provisionales a partir de la cual se deriva la Solicitud, y todos los derechos de prioridad a la que la solicitud puede tener derecho, incluyendo todos los derechos de prioridad para otros países que se deriven de la misma, todas las invenciones que en ella se describen, y todas y cada una de las patentes de los Estados Unidos y de todos los demás países en los cuales podrán ser concedidas tales invenciones, o cualquiera de ellos, incluyendo divisional, continuación, continuación en

parte, sustitución, reedición, y/o reexaminación de solicitudes basadas en la solicitud mencionada, todas estas invenciones y todos los derechos en tales aplicaciones y patentes para que sean adjudicados y disfrutados por el CESIONARIO para su propio uso y beneficio por todo el tiempo que las patentes sean otorgadas, y algunas extensiones de la mismas, de tal manera que el CEDENTE lo hubiera hecho y disfrutado si esta cesión y venta no se hubiera dado.

Además, El CEDENTE por medio del presente vende, cede, transfiere y confiere al CESIONARIO, todos los derechos, títulos e intereses del CEDENTE en o para el derecho a referirse, acceder, y para controlar microorganismos o otros materiales biológicos relacionados con la solicitud y que se depositan por el CEDENTE o por dirección de los CEDENTES o depositados en el CESIONARIO a nombre del CEDENTE, sus afiliados, empleados, o empleados de sus afiliados. La transferencia de cada derecho, título e interés incluido, sin limitación, consentimiento y autorización del CEDENTE al CESIONARIO con referencia a microorganismos depositados u otros materiales biológicos en la solicitud y el derecho para hacer disponible al público el material depositado de acuerdo con la leyes, tratados, estatutos, reglas, regulaciones y similares de los Estados Unidos, y otros países, y cualquier autoridad u organismo de concesión de patentes.

El CEDENTE por medio del presente autoriza y solicita al Comisionado de Patentes y Marcas de los Estados Unidos y autoridades de Oficinas de Patentes extranjeras emitir tales patentes que pueden ser concedidas sobre la Solicitud al CESIONARIO como cesionario de los derechos, títulos e intereses en estos y a estos.

Para el CEDENTE y para los representantes legales del CEDENTE, el CEDENTE conviene y acuerda con el CESIONARIO que el CEDENTE no ha concedido a otros ninguna licencia para fabricar, utilizar o vender cualquiera de tales invenciones, que los derechos, títulos e intereses del CEDENTE en este tipo de invenciones no ha sido gravada, que el CEDENTE tiene derecho y el título legítimo para vender y asignar el mismo, y que CEDENTE no ejecutará ningún instrumento que se oponga.

Para el CEDENTE y para herederos, sucesores y representantes legales del CEDENTE, el CEDENTE además conviene y acuerda con el CESIONARIO que a petición del CEDENTE y herederos, sucesores y representantes legales del CEDENTE serán: (i) ejecución continua, división, sustitución, reexaminación, y/o reedición de solicitudes, modificación de especificaciones, o declaraciones legítimas o juramentos; (ii) comunicar al CESIONARIO los hechos que conozcan al CEDENTE o herederos, sucesores y representantes legales del CEDENTE relacionados a tales invenciones o antecedentes de la mismas; (iii) ejecutar sentencias preliminares y testificar en cualquier procedimiento de interferencia o litigación (iv) firmar y entregar cualquier documento de solicitud, trasposos, u otros instrumentos; y v) hacer todos los otros actos que, en opinión del abogado del CESIONARIO, pueda ser necesario o deseable para asegurar la concesión de patentes para el CESIONARIO o sus nominados, en Estados Unidos y en todos los otros países

12

donde el CESIONARIO desee tener tales invenciones, o cualquiera de ellos, patentado, con especificaciones y reivindicaciones en su forma como será aprobada por el abogado del CESIONARIO y conferir y confirmar en el CESIONARIO por sus nominados el titulo legal y equitativo plena y completamente de todas sus patentes, sin mas consideración que ahora paga a expensas del CESIONARIO.

Jeonghoon Sun

Lei-Ting Tony Tam

Hui-Quan Han

Keith Soo-Nyung Kwak

Xiaolan Zhou

John Lu

