

ASSIGNMENT

WHEREAS, WE, **Wenyan SHEN**, citizen of the United States, having a mailing address of 333 Oyster Point Blvd., South San Francisco, CA 94080 residing at Redwood City, CA, **Yan WANG**, citizen of the United States, having a mailing address of 333 Oyster Point Blvd., South San Francisco, CA 94080 residing at Foster City, CA, **Hugo MATERN**, citizen of the United States, having a mailing address of 333 Oyster Point Blvd., South San Francisco, CA 94080 residing at San Mateo, CA and **Zhonghao LIU**, citizen of the United States, having a mailing address of 333 Oyster Point Blvd., South San Francisco, CA 94080 residing at San Bruno, CA, ASSIGNORS, are the inventors of the invention in **BINDING PROTEINS AND METHODS OF USE THEREOF** for which a provisional application for a Patent of the United States has been filed.

☒ which is identified by Jones Day docket no. 13370-070-888/131254-888070

☒ which was filed on January 27, 2017, Application No. 62/451,603

and WHEREAS, **NGM Biopharmaceuticals, Inc.**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 333 Oyster Point Blvd., South San Francisco, CA 94080, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

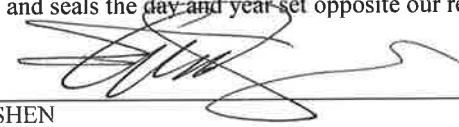
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. § 119(e) 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 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 all right to sue for infringement including past infringement.

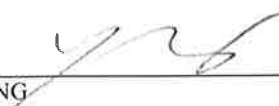
AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, 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 assigns, any facts known to us 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 assigns, 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.

Date 10/13/2017, 2017  L.S.
Wenyan SHEN

Date 10/6/2017, 2017  L.S.
Yan WANG

Date _____, 2017 _____ L.S.
Hugo MATERN

Date 10/1/2, 2017  L.S.
Zhonghao LIU

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NOW, THEREFORE, for 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 assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. § 119(e) 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 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 all right to sue for infringement including past infringement.

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.

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

Date _____, 2017 _____ L.S.
Wenyan SHEN

Date _____, 2017 _____ L.S.
Yan WANG

Date 10/05, 2017 _____ L.S.
Hugo MATERN

Date _____, 2017 _____ L.S.
Zhonghao LIU

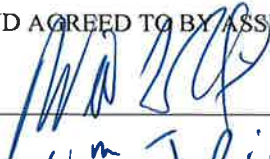
ACCEPTED AND AGREED TO BY ASSIGNEE, NGM Biopharmaceuticals, Inc. :

Signature: _____

Date: _____

Printed Name: _____

Title: _____



Wm. J. Riefler

CEO

10/19/17