

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eli Lilly and Company		06/27/2011	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MacroGenics, Inc.		
<b>Street Address:</b>	1500 East Gude Drive		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20850		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77845755	EUTEPIA	
<b>Serial Number:</b>	85081209	EUTEPPIA	
<b>Serial Number:</b>	85077233	EUTEPPIA	
<b>Serial Number:</b>	85081211	EUTEPYA	
<b>Serial Number:</b>	85077229	EUTEPYA	
<b>Serial Number:</b>	77845736	TEPEXUS	
<b>Serial Number:</b>	77845742	TEPLUME	
<b>Serial Number:</b>	85081212	TEPPEXUS	
<b>Serial Number:</b>	85077231	TEPPEXUS	
<b>Serial Number:</b>	77845741	TEZUME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(301)670-2814		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016702818		

OP \$265.00 77845755

Email: wcs@ipatlw.com  
Correspondent Name: William C. Schrot  
Address Line 1: 2275 Research Blvd.  
Address Line 2: Suite 500  
Address Line 4: Rockville, MARYLAND 20850

NAME OF SUBMITTER:	William C. Schrot
Signature:	/William C. Schrot/
Date:	07/12/2011
Total Attachments: 3 source=US_ASSIGN#page1.tif source=US_ASSIGN#page2.tif source=US_ASSIGN#page3.tif	

**TRADEMARK ASSIGNMENT – UNITED STATES**

**WHEREAS**, Eli Lilly and Company, an Indiana corporation with principal offices located at Lilly Corporate Center, Indianapolis, Indiana 46285, U.S.A. (“Lilly”), and MacroGenics, Inc., a Delaware corporation with corporate offices at 1500 East Gude Drive, Rockville, Maryland 20850 (“MG”), entered into an Exclusive License and Collaboration Agreement with an effective date of October 18, 2007.

**WHEREAS**, Lilly is the owner of all right, title, and interest in the Trademarks and Trademark Applications identified below for the MacroGenics’ product associated therewith, and as set forth in the below Trademark Applications.

**WHEREAS**, on October 28, 2010 (“the Transfer Date”), Lilly discontinued its development and commercialization of MacroGenics’ product, terminated its rights in the product and returned its rights to develop and commercialize the product to MG.

**WHEREAS**, the development and commercialization of the product was continued by MG and continues to be ongoing and existing.

**WHEREAS**, Lilly desires to grant, sell, assign, transfer and deliver to MG, and MG wishes to acquire from Lilly all right, title and interest in and to the below Trademarks and Trademark Applications for the MacroGenics’ product in the United States.

<b>Mark Name</b>	<b>Serial Number</b>	<b>Application Date</b>
EUTEPIA	77845755	09-Oct-09
EUTEPPIA	85081209	09-Jul-10
EUTEPPIA	85077233	02-Jul-10
EUTEPYA	85081211	09-Jul-10
EUTEPYA	85077229	02-Jul-10
TEPEXUS	77845736	09-Oct-09
TEPLUME	77845742	09-Oct-09
TEPPEXUS	85081212	09-Jul-10
TEPPEXUS	85077231	02-Jul-10
TEZUME	77845741	09-Oct-09

**NOW, THEREFORE**, Lilly, for One US dollar (\$1.00 USD) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to MG, all of Lilly’s right, title and interest in, to and under the above mentioned Trademarks and Trademark Applications, and all the rights appurtenant thereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past infringement or unauthorized use of any Trademarks and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by MG, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Lilly had this Trademark Assignment not been made.

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana without giving effect to the principles of conflicts of laws thereof.

**IN WITNESS WHEREOF**, Lilly has caused its respective duly authorized officer to execute this Trademark Assignment effective as of the Transfer Date identified above.

Indianapolis, Indiana, USA  
June 27, 2011

Eli Lilly and Company, Assignor

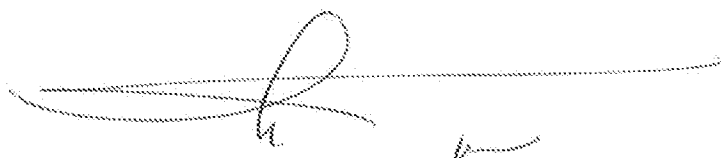
*Amy Hamilton* *BWL*

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Amy E. Hamilton on behalf of Eli Lilly and  
Company in her capacity as Vice President ---  
Deputy General Patent Counsel

United States of America     )  
State of Indiana                ) ss:  
County of Marion                )

On this 27<sup>th</sup> day of June, 2011 before me appeared Amy E. Hamilton, Vice President and Deputy General Patent Counsel of Eli Lilly and Company, the person who signed this instrument, who acknowledged that she signed it as a free act and deed on behalf of Eli Lilly and Company with authority to do so.

[notarial seal]



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Micaela A. Tanes, Notary Public  
Residing in Hamilton County  
State of Indiana  
My commission expires: May 30, 2017