

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amgen Inc.		06/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cytokinetics Incorporated		
Street Address:	280 East Grand Avenue South		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88723075	KINHARTO	
Serial Number:	90068037		
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	202-408-4000		
Email:	docketing@finnegan.com		
Correspondent Name:	Christopher p. Foley		
Address Line 1:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Christopher P. Foley		
SIGNATURE:	/Christopher P. Foley/		
DATE SIGNED:	06/10/2021		
Total Attachments: 4			
source=US Trademark Assignment between Amgen and Cytokinetics (fully executed)#page1.tif			
source=US Trademark Assignment between Amgen and Cytokinetics (fully executed)#page2.tif			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated June 2, 2021, is entered into by and between **Amgen Inc.**, a corporation of Delaware, with a principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799 (“**Assignor**”) and **Cytokinetics, Incorporated**, a corporation of California, with a principal place of business at 280 East Grand Avenue South, San Francisco, California 94080 (“**Assignee**”), each individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, Assignor and Assignee entered into the Collaboration and Option Agreement, dated as of December 29, 2006 (as amended, the “**Collaboration Agreement**”), pursuant to which the Parties agreed to collaborate with respect to the development of certain compounds and provided Assignor the right to commercialize such compounds, subject to payments to Assignee (including royalty payments);

WHEREAS, on November 20, 2020, Assignor provided Assignee six (6) months’ prior written notice of its intent to terminate the Collaboration Agreement pursuant to Section 18.2 thereof;

WHEREAS, Assignee desires to continue developing, manufacturing, and/or commercializing the Research Eligible Compounds (as defined in the Collaboration Agreement);

WHEREAS, on May 21, 2021, the Parties are entered into a Transition Agreement (“**Transition Agreement**”) pursuant to which the Parties have agreed to cooperate to facilitate a reasonably smooth, orderly and prompt transition of the research, development and commercialization of the Research Eligible Compounds to Assignee and/or its designee(s);

WHEREAS, Assignor is the owner of the intent-to-use applications listed on Schedule A, attached hereto (the “**Assigned Marks**”);

WHEREAS, in connection with the transactions contemplated by the Transition Agreement, and pursuant to Section 18.3.5 of the Collaboration Agreement, Assignor and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery to Assignee of the Assigned Marks; and

WHEREAS, in connection with the transactions contemplated by the Transition Agreement, and pursuant to Section 18.3.5 of the Collaboration Agreement, Assignee desires to acquire the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the sole name

of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Assignors hereby request the U.S. Commissioner of Patents and Trademarks to record this Assignment, as to the Assigned Marks.

Section 3. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

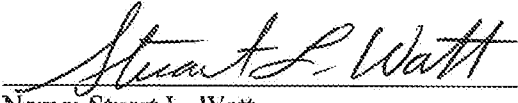
Section 4. This Assignment shall be governed by, and construed in accordance with, the laws of the state of California.

Section 5. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Marks.

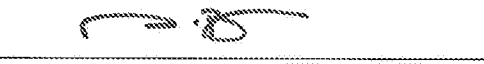
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.


AMGEN INC.

By: 
Name: Stuart L. Watt
Title: Vice President, Law and Intellectual
Property Officer

CYTOKINETICS, INCORPORATED

By: 
Name: Robert I. Blum
Title: President & Chief Executive Officer

SCHEDULE A

Mark	Country	Status	Classes	App. Date	App. Number
KINHARTO	United States of America	ALLOWED	5	2019-12-11	88/723,075
KINHARTO LOGO DESIGN 	United States of America	ALLOWED	5	2020-07-22	90/068,037