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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2009

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 000-30171

SANGAMO BIOSCIENCES, INC.
(exact name of registrant as specified in its charter)

Delaware	**68-0359556**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

501 Canal Blvd, Suite A100
Richmond, California 94804
(Address of principal executive offices)

(510) 970-6000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 30, 2009, 44,907,047 shares of the issuer's common stock, par value $0.01 per share, were outstanding.

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SANGAMO BIOSCIENCES, INC.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some statements contained in this report are forward-looking with respect to our operations, research, development and commercialization activities, clinical trials, operating results and financial condition. These statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- our strategy;
- product development and commercialization of our products;
- clinical trials;
- partnering;
- revenues from existing and new collaborations;
- our research and development and other expenses;
- sufficiency of our cash resources;
- our operational and legal risks; and
- our plans, objectives, expectations and intentions and any other statements that are not historical facts.

In some cases, you can identify forward-looking statements by terms such as: "anticipates," "believes," "continues," "could," "estimates," "expects," "intends," "may," "plans," "seeks," "should" and "will." These statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. Given these risks and uncertainties, you should not place undue reliance on these forward-looking statements. We discuss many of these risks in greater detail under the headings "Risk Factors" and "Management's Discussion and Analysis of Financial Results of Operations" in this Form 10-Q. Sangamo undertakes no obligation to publicly release any revisions or updates to forward-looking statements to reflect events or circumstances arising after the date of this report.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

SANGAMO BIOSCIENCES, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)

	September 30, 2009 (unaudited)	December 31, 2008 (audited)
Assets		
Current assets:		
Cash and cash equivalents	$ 14,099	$ 19,409
Marketable securities	33,591	45,422
Interest receivable	173	194
Accounts receivable	1,390	500
Prepaid expenses	432	327
Total current assets	49,685	65,852
Property and equipment, net	1,686	1,986
Other assets	12	12
Total assets	$ 51,383	$ 67,850
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 2,283	$ 3,848
Accrued compensation and employee benefits	1,393	388
Deferred revenues	3,257	7,395
Total current liabilities	6,933	11,631
Deferred revenues, non-current portion	—	823
Total liabilities	6,933	12,454
Commitments and contingencies	—	—
Stockholders' equity:		
Common stock, $0.01 par value; 80,000,000 shares authorized, 41,268,154 and 41,057,077 shares issued and outstanding at September 30, 2009 and December 31, 2008, respectively	413	410
Additional paid-in capital	234,222	228,764
Accumulated deficit	(190,248)	(174,054)
Accumulated other comprehensive income	63	276
Total stockholders' equity	44,450	55,396
Total liabilities and stockholders' equity	$ 51,383	$ 67,850

See accompanying notes.

SANGAMO BIOSCIENCES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)
(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2009	2008	2009	2008
Revenues:				
Collaboration agreements	$ 4,012	$ 3,196	$ 11,382	$ 7,658
Research grants	51	549	564	1,694
Total revenues	4,063	3,745	11,946	9,352
Operating expenses:				
Research and development	6,166	7,563	20,299	24,492
General and administrative	2,701	2,564	8,634	8,036
Total operating expenses	8,867	10,127	28,933	32,528
Loss from operations	(4,804)	(6,382)	(16,987)	(23,176)
Interest and other income (loss), net	(47)	42	793	1,448
Net loss	$ (4,851)	$ (6,340)	$ (16,194)	$ (21,728)
Basic and diluted net loss per share	$ (0.12)	$ (0.15)	$ (0.39)	$ (0.53)
Shares used in computing basic and diluted net loss per share	41,184	40,928	41,126	40,759

See accompanying notes.

SANGAMO BIOSCIENCES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Nine months ended September 30,	
	2009	2008
Operating activities:		
Net loss	$(16,194)	$(21,728)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	439	381
Amortization of premium / discount on marketable securities	43	(930)
Realized loss on available-for-sale security	—	10
Stock-based compensation	4,748	4,280
Foreign currency remeasurement (gains) / losses	(302)	376
Changes in operating assets and liabilities:		
Interest receivable	21	105
Accounts receivable	(890)	(8,584)
Prepaid expenses and other assets	(105)	115
Accounts payable and accrued liabilities	(1,565)	(295)
Accrued compensation and employee benefits	1,005	44
Deferred revenues	(4,961)	3,201
Net cash used in operating activities	(17,761)	(23,025)
Investing activities:		
Purchases of investments	(35,175)	(68,961)
Maturities of investments	46,750	84,125
Proceeds from sales of investments	—	3,975
Purchases of property and equipment	(139)	(715)
Net cash provided by investing activities	11,436	18,424
Financing activities:		
Proceeds from issuance of common stock	783	1,445
Repurchase of common stock	(70)	—
Net cash provided by financing activities	713	1,445
Effect of exchange rate changes on cash	302	(376)
Net decrease in cash and cash equivalents	(5,310)	(3,532)
Cash and cash equivalents, beginning of period	19,409	12,275
Cash and cash equivalents, end of period	$ 14,099	$ 8,743

See accompanying notes.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2009
(Unaudited)

NOTE 1 - BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Sangamo Biosciences, Inc. ("Sangamo" or the "Company") have been prepared in accordance with generally accepted accounting principles for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. The condensed consolidated financial statements include the accounts of Sangamo and its wholly-owned subsidiary, Gendaq Limited, after elimination of all material intercompany balances and transactions. Operating results for the three and nine months ended September 30, 2009 are not necessarily indicative of the results that may be expected for the year ending December 31, 2009. These financial statements should be read in conjunction with the financial statements and footnotes thereto for the year ended December 31, 2008, included in Sangamo's Form 10-K as filed with the SEC.

Use of Estimates and Classifications

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. On an ongoing basis, management evaluates its estimates, including critical accounting policies or estimates related to revenue recognition, clinical trial accruals, and stock-based compensation. We base our estimates on historical experience and on various other market specific and other relevant assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

Fair Value Measurement

In September 2006, the Financial Accounting Standards Board ("FASB") issued guidance regarding fair value measurement. The guidance established a framework for measuring fair value for financial assets and liabilities as well as for non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis in the financial statements. In February 2008, the FASB issued additional guidance which deferred the effective date related to fair value measurements and disclosure for all other non-financial assets and liabilities to fiscal years beginning November 15, 2008.

We adopted the measurement and disclosure requirements for financial assets and liabilities as well non-financial assets and liabilities that are measured on a recurring basis in the financial statements effective January 1, 2008 on a prospective basis. We adopted measurement and disclosure requirements related to nonfinancial assets and liabilities that are not recognized or disclosed at fair value on a recurring basis effective January 1, 2009 on a prospective basis.

Fair value measurement is classified and disclosed in one of the following three categories:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2: Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability;

Level 3: Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
September 30, 2009
(Unaudited)

The following table summarizes our financial instruments as of September 30, 2009 (in thousands):

	September 30, 2009 Fair Value Measurements			
	Total	Level 1	Level 2	Level 3
Assets:				
Marketable securities:				
Commercial paper	$ 8,748	$ —	$ 8,748	$ —
Government agencies	24,843	—	24,843	—
Total	$33,591	$ —	$33,591	$ —

Recent Accounting Pronouncements

Effective July 1, 2009, the FASB Accounting Standards Codification (FASB ASC or the Codification) is the single source of authoritative accounting principles recognized by the FASB to be applied by non-governmental entities in the preparation of financial statements in conformity with GAAP. The adoption of the FASB ASC does not materially impact our financial statements, however our references to accounting literature within our notes to the condensed consolidated financial statements have been revised to conform to the Codification beginning with the quarter ended September 30, 2009.

In May 2009, the FASB required the disclosure of the date through which an entity has evaluated subsequent events and the basis for that date. The basis for the date through which the entity has evaluated subsequent events represents the date the financial statements were issued or were available to be issued. This statement is effective for the interim or annual financial periods ending after June 15, 2009 and should be applied prospectively. The adoption of the new guidance on April 1, 2009 did not have an impact on the Company's financial position and results of operations. The Company determined that the basis for the date through which the entity has evaluated subsequent events represents the date the financial statements were issued, November 6, 2009. Detail of subsequent events can be found in Note 8 to these unaudited consolidated financial statements.

NOTE 2 - BASIC AND DILUTED NET LOSS PER SHARE

Basic net loss per share is calculated based on the weighted average number of shares of common stock outstanding during the period. There are potential dilutive shares of common stock resulting from the assumed exercise of outstanding stock options and equivalents.

Because Sangamo is in a net loss position, diluted net loss per share excludes the effects of common stock equivalents consisting of options, which are all antidilutive. Had Sangamo been in a net income position, diluted earnings per share would have included the shares used in the computation of basic net loss per share as well as an additional 2,001,171 shares and 1,809,163 shares for the nine months ended September 30, 2009 and 2008, respectively, related to outstanding options.

NOTE 3 - AVAILABLE-FOR-SALE SECURITIES

In April 2009, the FASB issued new guidance on the recognition of other-than-temporary impairment. The guidance also provides some new disclosure requirements as well as extends certain annual disclosure requirements to interim periods. The guidance is effective for interim periods and fiscal years ending after June 15, 2009, and on April 1, 2009 we adopted the guidance on a prospective basis for available-for-sale securities.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
September 30, 2009
(Unaudited)

The following is a summary of available-for-sale securities recorded in cash equivalents or marketable securities in our Condensed Consolidated Balance Sheet as of September 30, 2009 and December 31, 2008. Estimated fair values of available-for-sale securities are based on quoted market prices (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Estimated Fair Value
September 30, 2009				
Cash equivalents:				
U.S. government sponsored entity debt securities	$ 13,650	$ —	$ —	$ 13,650
Total	13,650	—	—	13,650
Marketable securities:				
U.S. government sponsored entity debt securities	24,807	36	—	24,843
Other debt securities	8,721	27	—	8,748
Total	33,528	63	—	33,591
Total cash equivalents and marketable securities	$ 47,178	$ 63	$ —	$ 47,241
December 31, 2008				
Cash equivalents:				
U.S. government sponsored entity debt securities	$ 12,123	$ —	$ —	$ 12,123
Total	12,123	—	—	12,123
Marketable securities:				
U.S. government sponsored entity debt securities	24,471	153	—	24,624
Corporate debt securities	20,675	123	—	20,798
Total	45,146	276	—	45,422
Total cash equivalents and marketable securities	$ 57,269	$ 276	$ —	$ 57,545

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
September 30, 2009
(Unaudited)

As of September 30, 2009 and December 31, 2008, other debt securities consisted of sovereign government-guaranteed foreign issuers.

As of September 30, 2009, all of our available-for-sale debt securities mature in less than one year and were in unrealized gain positions. Additionally, we had no material gross realized losses for the three and nine months ended September 30, 2009 and September 30, 2008. Therefore, we had no other-than-temporary impairments of our available-for-sale securities as of September 30, 2009.

NOTE 4 - COMPREHENSIVE LOSS

Comprehensive loss is comprised of net loss and other comprehensive income (loss). Other comprehensive income (loss) includes unrealized gains and losses on available-for-sale securities that are excluded from net loss. Comprehensive loss and its components are as follows (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2009	2008	2009	2008
Net loss	$(4,851)	$(6,340)	$(16,194)	$(21,728)
Changes in unrealized gain (loss) on securities available-for-sale	(58)	47	(213)	(98)
Comprehensive loss	$(4,909)	$(6,293)	$(16,407)	$(21,826)

NOTE 5 - MAJOR CUSTOMERS, PARTNERSHIPS AND STRATEGIC ALLIANCES

Agreement with Dow AgroSciences in Plant Agriculture

We have an exclusive commercial license agreement with Dow AgroSciences LLC (“DAS”), a wholly owned indirect subsidiary of Dow Chemical Corporation. Under this agreement, we are providing DAS with access to our proprietary zinc finger DNA-binding protein (ZFP) technology and the exclusive right to use our ZFP technology to modify the genomes or alter the nucleic acid or protein expression of plant cells, plants, or plant cell cultures. We have retained rights to use plants or plant-derived products to deliver ZFP transcription factors (ZFP TFs™) or zinc-finger nucleases (ZFNs™) into human or animals for diagnostic, therapeutic, or prophylactic purposes.

Pursuant to the Research License and Commercial Option Agreement which we entered into in October 2005, DAS made an initial cash payment to us of $7.5 million. In November 2005, the Company sold approximately 1.0 million shares of common stock to DAS at a price of $3.85 per share, resulting in proceeds of $3.9 million. Our agreement with DAS provided for an initial three-year research term during which DAS agreed to pay Sangamo $6.0 million in research funding over the three-year period and make additional payments of up to $4.0 million in research milestone payments during this same period, depending on the success of the research program. We agreed to supply DAS and its sublicensees with ZFP TFs and/or ZFNs for both research and commercial use over the initial three year period of the agreement.

In June 2008, DAS exercised its option under the agreement to obtain a commercial license to sell products incorporating, or derived from, plant cells generated using our ZFP technology, including agricultural crops, industrial products and plant-derived biopharmaceuticals. The exercise of the option triggered a one-time commercial license fee of $6.0 million, payment of the remaining $2.3 million of the previously agreed $4.0 million in research milestones, minimum sublicensing payments totaling up to $25.3 million over 11 years, development and commercialization milestone payments for each product, and royalties on sales of products. Furthermore, DAS has the right to sublicense our ZFP technology to third parties for use in plant cells, plants, or plant cell cultures, and we will be entitled to 25% of any cash consideration received by DAS under such sublicenses. The research program has been extended beyond the initial three-year research term and DAS is providing additional research funding.

DAS may terminate the agreement at any time. In addition, each party may terminate the agreement upon an uncured material breach of the other party. In the event of any termination of the agreement, all rights to use our ZFP technology will revert to us, and DAS will no longer be permitted to practice our ZFP technology or to develop or, except in limited circumstances, commercialize any products derived from our ZFP technology.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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The commercial license fee of $6.0 million, the remaining research milestones of $2.3 million, and the unrecognized portion of the initial cash payment are recognized ratably over the period from option exercise through December 31, 2009, which reflects the estimated timing over which the ZFP manufacturing technology transfer will occur, as well as the period over which Sangamo will be performing additional research services for DAS.

Revenues under the DAS agreement were $2.0 million and $2.2 million during the three months ended September 30, 2009 and 2008, respectively, and $6.4 million and $5.3 million during the nine months ended September 30, 2009 and 2008, respectively. Related costs and expenses incurred under the agreement were $569,000 and $500,000 during the three months ended September 30, 2009 and 2008, respectively, and $2.2 million and $1.5 million during the nine months ended September 30, 2009 and 2008, respectively.

Agreement with Sigma-Aldrich Corporation in Laboratory Research Reagents

In July 2007, we entered into a license agreement with Sigma-Aldrich Corporation (“Sigma”). Under the license agreement, we are providing Sigma with access to our proprietary ZFP technology and the exclusive right to use the technology to develop and commercialize research reagents products and services in the research field, excluding certain agricultural research uses that Sangamo previously licensed to Dow AgroSciences LLC. Under the agreement, Sangamo and Sigma have agreed to conduct a three-year research program to develop laboratory research reagents using our ZFP technology. In addition, for three years we will assist Sigma in connection with Sigma’s efforts to market and sell services employing our technology in the research field. We will transfer the ZFP manufacturing technology to Sigma or to a mutually agreed-upon contract manufacturer upon Sigma’s request. Prior to the completion of this transfer, we will be responsible for supplying ZFPs for use by Sigma in performing services in the research field.

Under the terms of the agreement, Sigma made an initial payment comprising an upfront license fee and the purchase of one million (1,000,000) shares of Sangamo’s common stock under a separate stock purchase agreement, resulting in a total upfront payment to Sangamo of $13.5 million, which consists of an equity investment by Sigma in Sangamo common stock valued at $8.55 million, a $3.95 million license fee, and $1.0 million of research funding. Under the license agreement, we may receive additional research funding of up to $2.0 million, development milestone payments of up to $5.0 million, and commercial milestone payments based on net sales of up to $17.0 million, subject to the continuation of the agreement. During the term of the license agreement, Sigma is obligated to pay to Sangamo minimum annual payments, a share of certain revenues received by Sigma from sublicensees, and royalty payments on the sale of licensed products and services. Sigma also has the right to sublicense the ZFP technology for research applications and we will receive 50% of any sublicensing revenues in the first two years and 25% of any sublicensing revenues thereafter. We retain the sole right to use and license our ZFP technology for GMP production purposes, for the production of materials used in or administered to humans, and for any other industrial commercial use. On October 2, 2009, Sangamo expanded its license agreement with Sigma as described further in Note 8 to these unaudited consolidated financial statements.

The agreement may be terminated by Sigma at any time with a 90-day notice or by either party upon an uncured material breach of the other party. In the event of any termination, all rights to use our ZFP technology will revert to us, and Sigma will no longer be permitted to practice our ZFP technology or to develop or, except in limited circumstances, commercialize any products derived from our ZFP technology.

Revenues related to the research license under the Sigma agreement are being recognized ratably over the three-year research term of the agreement and were $329,000 during the three month periods ended September 30, 2009 and 2008, and $987,000 during the nine month periods ended September 30, 2009 and 2008. Revenues attributable to collaborative research and development performed under the Sigma agreement were $1.3 million and $250,000 for three months ended September 30, 2009 and 2008, respectively, and $2.8 million and $750,000 for the nine months ended September 30, 2009 and 2008, respectively. Royalty revenues under the Sigma agreement were $138,000 and $318,000 during the three months ended September 30, 2009 and 2008, respectively, and $204,000 and $334,000 during the nine months ended September 30, 2009 and 2008, respectively. Related costs and expenses incurred under the Sigma agreement were $527,000 and $728,000 during the three months ended September 30, 2009 and 2008, respectively, and $1.7 million and $1.4 million during the nine months ended September 30, 2009 and 2008, respectively.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
September 30, 2009
(Unaudited)

Enabling Technology Collaborations

Pharmaceutical Protein Production

We have established several research collaborations in this area. Commencing in December 2004 and as expanded in December 2006, we had a research collaboration agreement with Pfizer, Inc. ("Pfizer") to use our ZFP technology to develop enhanced cell lines for protein pharmaceutical production. Under the terms of the agreement, Pfizer funded research at Sangamo and we provided our proprietary ZFP technology for Pfizer to assess its feasibility for use in mammalian cell-based protein production. We generated novel cell lines and vector systems for enhanced protein production as well as novel technology for rapid creation of new production cell lines. Revenues related to the research collaboration agreement with Pfizer were $325,000 for the three and nine month periods ended September 30, 2009, and there were no related costs and expenses. There were no revenues or related costs and expenses for the three and nine month periods ended September 30, 2008.

In December 2008, we entered into a license agreement with Pfizer to provide Pfizer with a worldwide, non-exclusive license for the use of certain ZFP Nuclease (ZFN) reagents to permanently eliminate the Glutamine Synthetase (GS) gene in Chinese Hamster Ovary (CHO) cell lines and for the use of these ZFN-modified cells for clinical and commercial production of therapeutic proteins. In December 2008, under the terms of this agreement, we received, and recognized as revenue, a one time payment of $3.0 million from Pfizer for a fully paid commercial license.

In April 2007, we established a research and license agreement with Genentech, Inc. Under our agreement with Genentech, we are developing ZFNs capable of making targeted modifications to the genome of Genentech cell lines to generate cell lines with novel characteristics for protein pharmaceutical production purposes. Genentech paid an upfront fee, will pay an ongoing technology access fee, and certain payments upon achievement of specified milestones relating to the research of ZFNs and the development and commercialization of products manufactured using a modified cell line created by our ZFN technology. The agreement was expanded to include further ZFNs in February 2008. Under the expanded agreement, we may directly offer the ZFN-related services to Genentech and Sigma will in return receive a share of certain payments made to us by Genentech. Revenues recognized under the expanded agreement are included in royalty revenues from Sigma, as described above.

Revenues attributable to collaborative research and development performed under the Genentech agreement were $12,000 and $63,000 during the three months ended September 30, 2009 and 2008, respectively, and $504,000 and $326,000 for the nine months ended September 30, 2009 and 2008, respectively. Related research and development costs and expenses performed under the Genentech agreement were $20,000 and $54,000 during the three months ended September 30, 2009 and 2008, respectively, and $174,000 and $108,000 during the nine months ended September 30, 2009 and 2008, respectively.

Transgenic Animals

In April 2008, we entered into a license agreement with Open Monoclonal Technology, Inc. ("OMT"). Under the agreement we had the option to grant, at OMT's request, a royalty-bearing, non-exclusive, sublicensable worldwide license for the commercial use of a transgenic animal generated using our ZFP technology. In February 2009, we granted the commercial license to OMT and received a one-time license fee of $250,000, which was recognized as revenue upon receipt. Additionally, we will receive payments upon the achievement of certain clinical development milestones, a share of payments received by OMT from sublicensees, and royalties on sales of any products developed using Sangamo's ZFP technology. For any given OMT product, OMT has the right to buy out its future royalty payment obligations under the agreement by paying a lump sum fee to Sangamo.

In July 2008, we entered into a research and license agreement with F. Hoffmann–La Roche Ltd and Hoffmann-La Roche Inc. ("Roche"). During an initial research term, we will provide Roche with access to aspects of our proprietary ZFN technology for the targeted modification of a specified gene in a specified species in order to generate ZFN-modified cell lines and animals for research purposes. In addition, Roche has an option to receive an exclusive, worldwide license to use such animals in the production of therapeutic and diagnostic products.

In consideration for the rights and licenses granted to Roche, as well as our efforts in generating the specific ZFN materials provided to Roche, Roche has paid us an initial research event fee, a payment for the delivery of ZFN materials, and will pay ongoing research maintenance fees during the research term. In the event that Roche exercises its option to receive a commercial license, Roche will pay us an option exercise fee, payments upon the achievement of certain clinical development milestones relating to products produced under such commercial license, and royalties on sales of such products.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
September 30, 2009
(Unaudited)

We have an existing agreement with Sigma to develop and commercialize research reagents and services and Sigma has the exclusive right to offer certain services involving our ZFN technology that are covered under the research agreements with Roche and OMT. Notwithstanding this exclusive right, Sigma has agreed that we may directly offer the ZFN-related services to Roche and OMT under the research agreements and Sigma will in return receive a share of certain payments made to us. Revenues recognized under the Roche and OMT agreements, net of payments made to Sigma, are included in royalty revenues attributable to the Sigma agreement, as described above.

Funding from Research Foundations

The Juvenile Diabetes Research Foundation International

In October 2006, we announced a partnership with the Juvenile Diabetes Research Foundation International (JDRF) to provide financial support to one of our Phase 2 human clinical studies (SB-509-601) of SB-509, a ZFP Therapeutic that is in development for the treatment of diabetic neuropathy. Under the agreement with JDRF and subject to its terms and conditions, including the Company's achievement of certain milestones associated with the Company's Phase 2 clinical trial of SB-509 for the treatment of mild to moderate diabetic neuropathy, JDRF has paid the Company $3.0 million and we have received the total funds due from JDRF. After the first commercial launch of SB-509 in a major market, JDRF has the right to receive, subject to certain limitations, annual payments from Sangamo, until such time when the total amount paid to JDRF, including payments made on account of certain licensing arrangements, equals three times the amount received by us from JDRF.

Under the JDRF agreement, we are obligated to use commercially reasonable efforts to carry out the Phase 2 trial and, thereafter, to develop and commercialize a product containing SB-509 for the treatment of diabetes and complications of diabetes. We are obligated to cover all costs of the Phase 2 trial that are not covered by JDRF's grant. If we fail to satisfy these obligations, JDRF may have the right, subject to certain limitations, to obtain an exclusive, sublicensable license, to the intellectual property generated by us in the course of the Phase 2 trial, to make and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. If JDRF obtains such a license, it is obligated to pay us a percentage of its revenues from product sales and sublicensing arrangements. If JDRF fails to satisfy its obligations to develop and commercialize a product containing SB-509 under the Agreement, then their license rights will terminate and we will receive a non-exclusive, fully paid license, for any intellectual property developed during JDRF's use of the license, to research, develop and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes.

Revenues attributable to research and development activities performed under the JDRF partnership were $0 and $250,000 during the three months ended September 30, 2009 and 2008, respectively, and $500,000 and $1.0 million during the nine months ended September 30, 2009 and 2008, respectively. Related costs and expenses incurred were $188,000 and $726,000 during the three months ended September 30, 2009 and 2008, respectively, and $943,000 and $3.3 million during the nine months ended September 30, 2009 and 2008, respectively.

The Michael J. Fox Foundation

In January 2007, Sangamo announced a partnership with the Michael J. Fox Foundation for Parkinson's Research ("MJFF") to provide financial support of Sangamo's ZFP TFs to activate the expression of glial cell line-derived neurotrophic factor (GDNF) that has shown promise in preclinical testing to slow or stop the progression of Parkinson's disease. Under the agreement with MJFF and subject to its terms and conditions, MJFF has paid the Company $950,000 over a period of two years and we have received the total funds due from MJFF.

Revenues attributable to research and development performed under the MJFF partnership were $0 and $271,000 during the three months ended September 30, 2009 and 2008, respectively, and $0 and $553,000 during the nine months ended September 30, 2009 and 2008, respectively. Related costs and expenses incurred under the MJFF partnership were $175,000 and $323,000 during the three months ended September 30, 2009 and 2008, respectively, and $553,000 and $700,000 during the nine months ended September 30, 2009 and 2008, respectively.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
September 30, 2009
(Unaudited)

The Bill and Melinda Gates Foundation

In May 2009, Sangamo announced that it had been awarded a Grand Challenges Explorations Grant of $100,000 by the Bill and Melinda Gates Foundation ("Gates Foundation") to support research into the use of Sangamo's ZFNs to develop an *in vivo* treatment of HIV/AIDS. Under the agreement, the Gates Foundation will pay Sangamo the award to support research over the period of a year from May 1, 2009 to April 30, 2010.

Revenues attributable to research and development performed under the grant were $51,000 and $65,000 for the three and nine month periods ended September 30, 2009, respectively. Related costs and expenses incurred under the grant were $51,000 and $65,000 for the three and nine month periods ended September 30, 2009.

NOTE 6 - INCOME TAXES

We maintain deferred tax assets that reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. These deferred tax assets include net operating loss carryforwards, research credits and capitalized research and development. The net deferred tax asset has been fully offset by a valuation allowance because of the Company's history of losses. Utilization of operating losses and credits may be subject to substantial annual limitation due to ownership change provisions of the Internal Revenue Code of 1986, as amended and similar state provisions. The annual limitation may result in the expiration of net operating losses and credits before utilization.

NOTE 7 - STOCK-BASED COMPENSATION

The following table shows total stock-based compensation expenses included in the condensed consolidated statement of operations for the three month and nine month periods ended September 30, 2009 and 2008 (in thousands):

	Three months ended September 30,		Nine months ended September 30,	
	2009	2008	2009	2008
Costs and expenses:				
Research and development	$ 839	$ 580	$2,261	$2,114
General and administrative	856	709	2,487	2,116
Total stock-based compensation expense	$ 1,695	$ 1,289	$4,748	$4,280

NOTE 8 - SUBSEQUENT EVENTS

On October 2, 2009, Sangamo expanded its license agreement with Sigma-Aldrich Corporation ("Sigma"). Under the expanded agreement, Sangamo will provide Sigma with the exclusive rights to develop and distribute ZFP-modified cell lines for commercial production of protein pharmaceuticals and certain ZFP-engineered transgenic animals for commercial applications. Pursuant to the expanded agreement, Sangamo sold Sigma 636,133 shares of common stock at a price of $7.86 per share to Sigma, resulting in gross proceeds of approximately $5.0 million, and Sangamo received an additional $15.0 million as an upfront license fee. Sangamo is also eligible to receive near-term commercial license fees of $5.0 million based upon a percentage of net sales and sublicensing revenue and thereafter a royalty of 10.5% of net sales and sublicensing revenue. In addition, upon the achievement of certain cumulative commercial milestones Sigma will make milestone payments to Sangamo up to an aggregate of $25.0 million.

On October 13, 2009, Sangamo completed an underwritten public offering of its common stock, in which Sangamo sold an aggregate of 3,000,000 shares of its common stock at a public offering price of $7.20 per share. The net proceeds to Sangamo from the sale of shares in this offering, after deducting underwriting discounts and commissions and other estimated offering expenses, were approximately $20.9 million.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The discussion in "Management's Discussion and Analysis of Financial Condition and Results of Operations" contains trend analysis, estimates and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements include, without limitation, statements containing the words "believes," "anticipates," "expects," "continue," and other words of similar import or the negative of those terms or expressions. Such forward-looking statements are subject to known and unknown risks, uncertainties, estimates and other factors that may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Actual results could differ materially from those set forth in such forward-looking statements as a result of, but not limited to, the "Risk Factors" described below. You should read the following discussion and analysis along with the financial statements and notes attached to those statements included elsewhere in this report and in our annual report on Form 10-K for the year ended December 31, 2008 as filed with the Securities and Exchange Commission on March 3, 2009.

Overview

We were incorporated in June 1995. From our inception through September 30, 2009, our activities related primarily to establishing and operating a biotechnology research and development organization and developing relationships with our corporate collaborators. Our scientific and business development endeavors currently focus on the engineering of novel zinc finger DNA-binding proteins (ZFPs) for the regulation and modification of genes. We have incurred net losses since inception and expect to incur losses in the future as we continue our research and development activities. To date, we have funded our operations primarily through the issuance of equity securities, borrowings, payments from research grants and from corporate collaborators and strategic partners. As of September 30, 2009, we had an accumulated deficit of $190.2 million.

Our revenues have consisted primarily of revenues from our corporate partners for ZFP transcription factors (ZFP TFs) and ZFP nucleases (ZFNs), contractual payments from strategic partners for research programs and research milestones, and research grant funding. We expect revenues will continue to fluctuate from period to period and there can be no assurance that new collaborations or partner fundings will continue beyond their initial terms.

In the development of our ZFP technology platform we have continued to place more emphasis internally on higher-value therapeutic product development and less on our enabling technology applications. We believe this shift in emphasis has the potential to increase the return on investment to our stockholders by allocating capital resources to higher value, therapeutic product development activities. At the same time, it may reduce our revenues over the next several years and subject us to higher financial risk by increasing expenses associated with product development. We have filed Investigational New Drug (IND) applications with the U.S. Food and Drug Administration (FDA) and have initiated three Phase 2 clinical trials of a ZFP Therapeutic in subjects with diabetic neuropathy and one Phase 2 clinical trial in subjects with amyotrophic lateral sclerosis (ALS). We are also conducting two Phase 1 clinical trials to evaluate a ZFP Therapeutic for the treatment of HIV/AIDS. Development of novel therapeutic products is costly and is subject to a lengthy and uncertain regulatory process by the FDA. Our future products are gene-based therapeutics. Adverse events in both our own clinical program and other programs may have a negative impact on regulatory approval, the willingness of potential commercial partners to enter into agreements and the perception of the public.

Research and development expenses consist primarily of salaries and personnel expenses, stock-based compensation expenses, laboratory supplies, pre-clinical and clinical studies, manufacturing expenses, allocated facilities expenses, subcontracted research expenses and expenses for trademark registration and technology licenses. Research and development costs incurred in connection with collaborator-funded activities are expensed as incurred. Costs to acquire technologies that are utilized in research and development and that have no alternative future use are expensed as incurred. We believe that continued investment in research and development is critical to attaining our strategic objectives. We expect these expenses will increase as we focus on development of ZFP Therapeutics. Additionally, in order to develop ZFP TFs and ZFNs as commercially relevant therapeutics, we expect to expend additional resources for expertise in the manufacturing, regulatory affairs and clinical research aspects of biotherapeutic development.

General and administrative expenses consist primarily of salaries and personnel expenses for executive, finance and administrative personnel, stock-based compensation expenses, professional fees, allocated facilities expenses, patent prosecution expenses and other general corporate expenses. As we pursue commercial development of our therapeutic leads we expect the business aspects of the Company to become more complex. We may be required in the future to add personnel and incur additional costs related to the maturity of our business.

Critical Accounting Estimates

The accompanying discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements and the related disclosures, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe the following policies to be the most critical to an understanding of our financial condition and results of operations because they require us to make estimates, assumptions and judgments about matters that are inherently uncertain. There have been no significant changes in our critical accounting estimates during the nine months ended September 30, 2009, as compared with those applied during the prior fiscal year.

Revenue Recognition

Revenue is generally recognized when the four basic criteria of revenue recognition are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed and determinable; and (4) collectibility is reasonably assured. Determination of criteria (3) and (4) is based on management's judgments regarding the nature of the fee charged for products or services delivered and the collectibility of those fees.

Since our inception, a substantial portion of our revenues has been generated from research and licensing agreements. Revenue under such agreements typically includes upfront signing or license fees, cost reimbursements, milestone payments and royalties on future licensee's product sales.

We recognize nonrefundable signing, license or non-exclusive option fees as revenue when rights to use the intellectual property related to the license have been delivered and over the term of the agreement if we have continuing performance obligations. We estimate the performance period at the inception of the arrangement and reevaluate it each reporting period. This reevaluation may shorten or lengthen the period over which the remaining revenue is recognized. Changes to these estimates are recorded on a prospective basis. We recognize milestone payments, which are subject to substantive contingencies, upon completion of specified milestones, which represents the culmination of an earnings process, according to contract terms. Royalties are generally recognized as revenue upon the receipt of the related royalty payment. We recognize cost reimbursement revenue under collaborative agreements as the related research and development costs for services are rendered. Deferred revenue represents the portion of research or license payments received which have not been earned.

Our revenue arrangements with multiple elements are divided into separate units of accounting if certain criteria are met, including whether the delivered element has stand-alone value to the customer and whether there is objective and reliable evidence of the fair value of the undelivered items. The consideration we receive is allocated among the separate units based on their respective fair values and the applicable revenue recognition criteria are applied to each of the separate units.

Research and Development Expenses

We expense research and development expenses as incurred. Research and development expenses consist of direct and research-related allocated overhead costs such as facilities costs, salaries and related personnel costs, and material and supply costs. In addition, research and development expenses include costs related to clinical trials to validate our testing processes and procedures and related overhead expenses. Expenses resulting from clinical trials are recorded when incurred based in part on factors such as estimates of work performed, patient enrollment, progress of patient studies and other events. We make good faith estimates that we believe to be accurate, but the actual costs and timing of clinical trials are highly uncertain, subject to risks and may change depending upon a number of factors, including our clinical development plan.

Share-Based Compensation

We measure and recognize compensation expense for all share-based payment awards made to our employees and directors, including employee share options and employee share purchases related to the Employee Share Purchase Plan ("ESPP"), on estimated fair values, utilizing the modified prospective transition method. The fair value of equity-based awards is amortized over the vesting period of the award using a straight-line method.

To estimate the value of an award, we use the Black-Scholes option pricing model. This model requires inputs such as expected life, expected volatility and risk-free interest rate. Further, the forfeiture rate also impacts the amount of aggregate compensation. These inputs are subjective and generally require significant analysis and judgment to develop. While estimates of expected life, volatility and forfeiture rate are derived primarily from our historical data, the risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant commensurate with the expected life assumption. We review our valuation assumptions quarterly and, as a result, it is likely we will change our valuation assumptions used to value share based awards granted in future periods.

RESULTS OF OPERATIONS

Three months and nine months ended September 30, 2009 and 2008

Revenues

	Three months ended September 30, (in thousands, except percentage values)				Nine months ended September 30, (in thousands, except percentage values)			
	2009	2008	Change	%	2009	2008	Change	%
Revenues:								
Collaboration agreements	$ 4,012	$ 3,196	$ 816	26%	$ 11,382	$ 7,658	$ 3,724	49%
Research grants	51	549	(498)	(91)%	564	1,694	(1,130)	(67)%
Total revenues	$ 4,063	$ 3,745	$ 318	8%	$ 11,946	$ 9,352	$ 2,594	28%

Total revenues consist of revenues from collaboration agreements, strategic partnerships and research grants.

Revenues from our corporate collaboration and strategic partnering agreements were $4.0 million for the three months ended September 30, 2009, compared to $3.2 million in the corresponding period in 2008. The increase in collaboration agreement revenues was primarily attributable to increased revenues of $1.0 million in connection with our laboratory research reagents license agreement with Sigma-Aldrich Corporation (“Sigma”) and increased revenues of $325,000 in connection with our research agreement with Pfizer Inc., partially offset by decreased revenues of $278,000 in connection with our research license and commercial option agreement with Dow AgroSciences LLC (“DAS”), and decreased royalty revenues of $181,000 in connection with our agreement with Sigma. Research grant revenues were $51,000 for the three months ended September 30, 2009, compared to $549,000 in the corresponding period in 2008. The decrease in research grant revenues was primarily due to decreased revenues of $250,000 related to our grant from the Juvenile Diabetes Research Foundation (“JDRF”) and decreased revenues of $271,000 in connection with our grant from the Michael J. Fox Foundation for Parkinson’s Research (“MJFF”).

Revenues from our corporate collaboration and strategic partnering agreements were $11.4 million for the nine months ended September 30, 2009, compared to $7.7 million in the corresponding period in 2008. The increase in collaboration agreement revenues was primarily attributable to increased revenues of $1.1 million in connection with our research license and commercial option agreement with DAS, increased revenues of $2.0 million in connection with our laboratory research reagents license agreement with Sigma, increased revenues of $250,000 in connection with our agreement with Open Monoclonal Technology, increased revenues of $325,000 in connection with our research agreement with Pfizer Inc. and increased revenues of $178,000 in connection with our research and license agreement with Genentech. Research grant revenues were $564,000 for the nine months ended September 30, 2009, compared to $1.7 million in the corresponding period in 2008. The decrease in research grant revenues was primarily due to decreased revenues of $553,000 related to our grant from MJFF, decreased revenues of $500,000 related to our grant from JDRF and decreased revenues of $141,000 in connection with our grant from DARPA.

Operating Expenses

	Three months ended September 30, (in thousands, except percentage values)				Nine months ended September 30, (in thousands, except percentage values)			
	2009	2008	Change	%	2009	2008	Change	%
Operating expenses:								
Research and development	$ 6,166	$ 7,563	$ (1,398)	(18)%	$ 20,299	$ 24,492	$ (4,193)	(17)%
General and administrative	2,701	2,564	138	5%	8,634	8,036	598	7%
Total expenses	$ 8,867	$ 10,127	$ (1,260)	(12)%	$ 28,933	$ 32,528	$ (3,595)	(11)%

Research and Development

Research and development expenses consist primarily of salaries and personnel expenses, stock-based compensation expense, laboratory supplies, pre-clinical and clinical studies, manufacturing expenses, allocated facilities expenses, subcontracted research

expenses and expenses for trademark registration and technology licenses. We expect to continue to devote substantial resources to research and development in the future and expect research and development expenses to increase in the next several years if we are successful in advancing our ZFP Therapeutic product candidates into clinical trials. To the extent we collaborate with others with respect to clinical trials, increases in research and development expenses may be reduced or avoided.

Research and development expenses were $6.2 million for the three months ended September 30, 2009, compared to $7.6 million in the corresponding period in 2008. The decrease in research and development expenses was primarily attributable to decreased pre-clinical, clinical and manufacturing expenses of $959,000, primarily associated with our SB-509-601 clinical trial as well as HIV / AIDS and glioblastoma multiforme programs, decreased expenses related to consulting of $349,000 and decreased technology licenses expenses of $241,000. This decrease was partially offset by increased stock-based compensation expense of $258,000.

Research and development expenses were $20.3 million for the nine months ended September 30, 2009, compared to $24.5 million in the corresponding period in 2008. The decrease in research and development expenses was primarily attributable to decreased pre-clinical and manufacturing expenses of $2.7 million, primarily associated with our HIV / AIDS and glioblastoma multiforme programs, and decreased expenses related to consulting of $860,000, lab supplies of $428,000 and technology licenses expenses of $373,000. This decrease was partially offset by increased clinical trials expenses of $235,000, primarily associated with our Phase 2 ALS study.

General and Administrative

General and administrative expenses consist primarily of salaries and personnel expenses for executive, finance and administrative personnel, stock-based compensation expenses, professional services expenses, allocated facilities expenses, patent prosecution expenses and other general corporate expenses. As we pursue commercial development of our therapeutic leads, we expect the business aspects of the Company to become more complex. We may be required in the future to add personnel and incur additional costs related to the maturity of our business.

General and administrative expenses were $2.7 million for the three months ended September 30, 2009, compared to $2.6 million in the corresponding period in 2008. The increase was primarily attributable to increased stock-based compensation expenses of $147,000.

General and administrative expenses were $8.6 million for the nine months ended September 30, 2009, compared to $8.0 million in the corresponding period in 2008. The increase was primarily attributable to increased stock-based compensation expenses of $321,000, increased salaries and personnel expenses of $133,000 and increased professional services expenses of $89,000.

Interest and Other Income (Loss), net

	Three months ended September 30, (in thousands, except percentage values)				Nine months ended September 30, (in thousands, except percentage values)			
	2009	2008	Change	%	2009	2008	Change	%
Interest and other income (loss), net	$ (47)	$ 42	$ (89)	(212)%	$ 793	$ 1,448	$ (655)	(45)%

Interest and other income (loss), net, was $(47,000) for the three months ended September 30, 2009, compared to $42,000 in the corresponding period in 2008. For the three months ended September 30, 2009, foreign currency remeasurement losses, which related to the cash balance held at our wholly-owned UK subsidiary, Gendaq Limited, exceeded interest income, creating a loss for the period. Foreign currency remeasurement losses were $135,000 for the three months ended September 30, 2009, compared to foreign currency remeasurement losses of $373,000 in the corresponding period of 2008. Interest income was $88,000 for the three months ended September 30, 2009, compared to interest income of $415,000 in the corresponding period of 2008. The decrease was due to lower average investment balances and lower interest rates.

Interest and other income, net, was $793,000 for the nine months ended September 30, 2009, compared to $1.4 million in the corresponding period in 2008. The decrease was primarily due to lower interest income earned of $1.3 million due to lower average investment balances and lower interest rates. The decrease was partially offset by foreign currency remeasurement gains of $302,000 for the nine months ended September 30, 2009, compared to foreign currency remeasurement losses of $376,000 in the corresponding period of 2008. Remeasurement gains/losses related to the cash balance held at our wholly-owned UK subsidiary, Gendaq Limited.

Liquidity and Capital Resources

Since inception, we have funded our operations primarily through the issuance of equity securities, borrowings, payments from research grants and from corporate collaborators and strategic partners. As of September 30, 2009, we had cash, cash equivalents, marketable securities and interest receivable totaling $47.9 million. On October 2, 2009, in connection with the expansion of our

license agreement with Sigma, Sangamo sold Sigma 636,133 shares of common stock at a price of $7.86 per share to Sigma, resulting in gross proceeds of approximately $5.0 million and Sangamo received an additional $15.0 million as an upfront license fee. On October 13, 2009, Sangamo completed an underwritten public offering of its common stock, in which Sangamo sold an aggregate of 3,000,000 shares of its common stock at a public offering price of $7.20 per share. The net proceeds to Sangamo from the sale of shares in this offering, after deducting underwriting discounts and commissions and other estimated offering expenses, were approximately $20.9 million.

During the nine months ended September 30, 2009, the net cash used in operating activities was $17.8 million. Net cash used in operating activities related to our net loss of $16.2 million and changes in operating assets and liabilities of $6.5 million. The changes in operating assets and liabilities were primarily comprised of decreases in deferred revenues of $5.0 million, decreases in accounts payable and accrued liabilities of $1.6 million and increases in accounts receivable of $890,000, partially offset by increases in accrued compensation and employee benefits of $1.0 million. This was partially offset by net non-cash charges of $4.9 million. Non-cash charges were primarily comprised of $4.7 million related to stock-based compensation and $440,000 in depreciation and amortization, partially offset by foreign currency remeasurement gains of $302,000. During the nine months ended September 30, 2008, net cash used in operating activities of $23.0 million related to our net loss of $21.7 million and changes in operating assets and liabilities of $5.4 million. The changes in operating assets and liabilities were primarily comprised of increases in accounts receivable of $8.6 million and decreases in accounts payable and accrued liabilities of $295,000, partially offset by increases in deferred revenues of $3.2 million. This was partially offset by net non-cash charges of $4.1 million. Non-cash charges were primarily comprised of $4.3 million related to stock-based compensation, depreciation and amortization of $381,000 and foreign currency remeasurement losses of $376,000, partially offset by amortization of premium / discount on marketable securities of $931,000.

During the nine months ended September 30, 2009, net cash provided by investing activities was $11.4 million and was primarily comprised of maturities of marketable securities of $46.8 million, partially offset by purchases of marketable securities of $35.2 million. During the nine months ended September 30, 2008, net cash provided by investing activities was $18.4 million and was primarily comprised of maturities of marketable securities of $84.1 million and proceeds from sales of investments of $4.0 million, partially offset by purchases of marketable securities of $69.0 million.

Net cash provided by financing activities for the nine months ended September 30, 2009 was $713,000 and primarily related to proceeds from the issuance of common stock. Net cash provided by financing activities for the nine months ended September 30, 2008 was $1.4 million and related to proceeds from the issuance of common stock.

While we expect our rate of cash usage to increase in the future, in particular, to support our product development endeavors, we believe that the available cash resources, funds received from corporate collaborators, strategic partners and research grants will be sufficient to finance our operations through 2010. We may need to raise additional capital to fund our ZFP Therapeutic development activities. Additional capital may not be available in terms acceptable to us, or at all. If adequate funds are not available, our business and our ability to develop our technology and our ZFP Therapeutic products would be harmed.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposure to market risk for changes in interest rates relates primarily to our cash equivalents and investments. The investments are available-for-sale. We do not use derivative financial instruments in our investment portfolio. We attempt to ensure the safety and preservation of our invested funds by limiting default and market risks. Our cash and investments policy emphasizes liquidity and preservation of principal over other portfolio considerations. We select investments that maximize interest income to the extent possible within these guidelines. We satisfy liquidity requirements by investing excess cash in securities with different maturities to match projected cash needs and limit concentration of credit risk by diversifying our investments among a variety of high credit-quality issuers. We mitigate default risk by investing in only investment-grade securities. The portfolio includes marketable securities with active secondary or resale markets to ensure portfolio liquidity. All investments have a fixed interest rate and are carried at market value, which approximates cost.

Our market risks at September 30, 2009 have not changed materially from those discussed in Item 7A of our Form 10-K for the year ended December 31, 2008 on file with the Securities and Exchange Commission.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely

decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, and not absolute, assurance of achieving the desired control objectives. In reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost benefit relationship of possible controls and procedures.

As required by the Securities and Exchange Commission Rule 13a-15(b), we carried out an evaluation, under the supervision of and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

Change in Internal Control over Financial Reporting

There has been no change in our internal controls over financial reporting during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are not party to any material pending legal proceedings, other than routine litigation incidental to our business.

ITEM 1A. RISK FACTORS

This Form 10-Q contains forward-looking information based on our current expectations. Because our actual results may differ materially from any forward-looking statements made by or on behalf of Sangamo, this section includes a discussion of important factors that could affect our actual future results, including, but not limited to, our revenues, expenses, net loss and loss per share.

Risks Relating to Development, Commercialization and Regulatory Approval of our Products and Technology

ZFP Therapeutics have undergone limited testing in humans and our ZFP Therapeutics may fail safety studies in clinical trials.

We have initiated and completed enrollment of a Phase 1 study several Phase 2 clinical trials of our lead ZFP Therapeutic, SB-509, for diabetic neuropathy and ALS and the drug has been well tolerated. However, if our lead ZFP Therapeutic fails one of its safety studies, it could reduce our ability to attract new investors and corporate partners. In January 2005, we filed an IND application with the FDA for SB-509, a ZFP TF activator of VEGF-A, for the treatment of mild to moderate diabetic neuropathy. We completed enrollment and treatment of a Phase 1, single blind, single dose, dose-escalation trial to measure the laboratory and clinical safety of SB-509. We have completed enrollment and treatment of a repeat-dosing Phase 2 clinical trial (SB-509-601) and the 2 other related Phase 2 trials ongoing for this indication (SB-509-701 and SB-509-703). We also have initiated a Phase 2 clinical trial (SB 509-801) to evaluate SB-509 for the treatment of ALS. A significant number of the trial subjects have received more than one dose of SB-509 during the course of these Phase 2 studies. In addition, Phase 1 clinical trials of an identical ZFP TF have been carried out in subjects with peripheral artery disease. In December 2008, in collaboration with scientists at the University of Pennsylvania, we filed an IND application for a Phase 1 trial of our CCR5 ZFN-based therapeutic, SB-728-T, for treatment of HIV/AIDS. This trial began enrolling subjects in February 2009 at the University of Pennsylvania. In September 2009, we announced FDA's review and acceptance of our IND application to initiate an open-label, repeat-dosing Phase 1 clinical trial of SB-728-T and our intention to begin this second trial. Both Phase 1 studies are designed primarily to evaluate the safety and tolerability of this ZFP Therapeutic approach. These early studies of a ZFP Therapeutic are a highly visible test of our ZFP Therapeutic approach. Since we have increased our focus on ZFP Therapeutic research and development, investors will increasingly assess the value of our technology based on the continued progress of ZFP Therapeutic products into and through clinical trials. If clinical trials of our lead therapeutic were halted due to safety concerns, this would negatively affect our operations and the value of our stock.

The results of early Phase 1 and Phase 2 trials are based on a small number of patients over a short period of time, and our progress may not be indicative of results in a large number of patients or of long-term efficacy in late stage clinical trials.

The results in early phases of clinical testing are based upon limited numbers of patients and a limited follow-up period. Typically, our Phase 1 clinical trials for indications of safety enroll less than 50 patients. The initial results from the Phase 1 clinical trial of our ZFP Therapeutic, SB-509 product, became available in the first half of 2006 and the complete data set was presented in June 2008. The primary end point of the trial was clinical and laboratory safety; however, we collected some preliminary efficacy

data that showed trends of clinical improvement in some subjects. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late stage clinical trials even after achieving promising results in earlier stage clinical trials. If a larger population of patients does not experience positive results, or if these results are not reproducible, our products may not receive approval from the FDA. Failure to confirm favorable results from earlier trials by demonstrating the safety and effectiveness of our ZFP Therapeutic products in late stage clinical trials with larger patient populations could have a material adverse effect on our business that would cause our stock price to decline significantly.

Our first Phase 2 clinical trial (SB-509-601) for safety and efficacy in subject with diabetic neuropathy enrolled 110 patients, and top-line data from this study were presented in November 2008. While these results demonstrated that the drug was well-tolerated in a repeat-dose setting, no differences were observed in neurologic end-points between the SB-509 and placebo-treated subjects. Subsequently we have performed subgroup analyses of these data which suggest that positive and clinically relevant effects of the drug are more clearly demonstrated in subjects with a certain severity of disease. However, there is no assurance that clinical efficacy of SB-509 can be demonstrated at later stages of testing.

We have limited experience in conducting clinical trials.

Our ZFP Therapeutics may fail to show the desired safety and efficacy in initial clinical trials. We have completed a Phase 1 trial and several ongoing Phase 2 clinical trials of our ZFP Therapeutic for diabetic neuropathy. We have an additional Phase 2 trial of this drug for ALS and have two Phase 1 trials of a ZFP Therapeutic for HIV/AIDS. However, the FDA will require additional clinical testing which involves significantly greater resources, commitments and expertise that may require us to enter into a collaborative relationship with a pharmaceutical company that could assume responsibility for late-stage development and commercialization. We have limited experience in conducting clinical trials and may not possess the necessary resources and expertise to complete such trials, and there is no guarantee that we will be able to enter into collaborative relationships with third parties that can provide us with the funding and expertise for such trials.

We may not be able to find acceptable patients or may experience delays in enrolling patients for our clinical trials.

We may be competing for suitable patients with other clinical trials. We or the FDA may suspend our clinical trials at any time if either believes that we are exposing the subjects participating in these trials to unacceptable health risks. The FDA or institutional review boards and/or institutional biosafety committees at the medical institutions and healthcare facilities where we sponsor clinical trials may suspend any trial indefinitely if they find deficiencies in the conduct of these trials. The FDA and institutional review boards may also require large numbers of patients, and the FDA may require that we repeat a clinical trial.

Our potential therapeutic products are subject to a lengthy and uncertain regulatory process, and we may encounter unanticipated toxicity or adverse events or fail to demonstrate efficacy, causing us to delay, suspend or terminate the development of a ZFP Therapeutic. If these potential products are not approved, we will not be able to commercialize those products.

The FDA must approve any human therapeutic product before it can be marketed in the United States. The process for receiving regulatory approval is long and uncertain, and a potential product may not withstand the rigors of testing under the regulatory approval processes.

Before commencing clinical trials in humans, we must submit an Investigational New Drug (IND) application to the FDA. The FDA has 30 days to comment on the application and if the agency has no comments, we or our commercial partner may begin clinical trials.

Clinical trials are subject to oversight by institutional review boards and the FDA. In addition, our proposed clinical studies require review from the Recombinant DNA Advisory Committee (“RAC”), which is the advisory board to the National Institutes of Health (“NIH”), focusing on clinical trials involving gene transfer. We will typically submit a proposed clinical protocol and other product-related information to the RAC three to six months prior to the expected IND application filing date.

Clinical trials:

- must be conducted in conformance with the FDA’s good clinical practices, within the guidelines of the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) and other applicable regulations;
- must meet requirements for Institutional Review Board (“IRB”) oversight;
- must follow Institutional Biosafety Committee (“IBC”) and NIH RAC guidelines where applicable;
- must meet requirements for informed consent;

- are subject to continuing FDA oversight;
- may require oversight by a Data Safety Monitoring Board ("DSMB");
- may require large numbers of test subjects; and
- may be suspended by a commercial partner, the FDA, or us at any time if it is believed that the subjects participating in these trials are being exposed to unacceptable health risks or if the FDA finds deficiencies in the IND application or the conduct of these trials.

While we have stated our intention to file additional IND applications during the next several years, this is only a statement of intent, and we may not be able to do so because the associated product candidates may not meet the necessary preclinical requirements. In addition, there can be no assurance that, once filed, an IND application will result in the actual initiation of clinical trials.

As we cannot predict whether or when we will obtain regulatory approval to commercialize our product candidates, we cannot predict the timing of any future revenue from these product candidates.

We cannot commercialize any of our ZFP Therapeutics to generate revenue until the appropriate regulatory authorities have reviewed and approved the applications for the product candidates. We cannot assure that the regulatory agencies will complete their review processes in a timely manner or that we will obtain regulatory approval for any product candidate that we or our collaborators develop. Satisfaction of regulatory requirements typically takes many years, is dependent upon the type, complexity and novelty of the product and requires the expenditure of substantial resources. Regulatory approval processes outside the United States include all of the risks associated with the FDA approval process. In addition, we may experience delays or rejections based upon additional government regulation from future legislation or administrative action or changes in FDA policy during the period of product development, clinical trials and FDA regulatory review.

Regulatory approval, if granted, may be limited to specific uses or geographic areas, which could limit our ability to generate revenues.

Regulatory approval will be limited to the indicated use for which we can market a product. Further, once regulatory approval for a product is obtained, the product and its manufacturer are subject to continual review. Discovery of previously unknown problems with a product or manufacturer may result in restrictions on the product, manufacturer, and manufacturing facility, including withdrawal of the product from the market. In Japan and Europe, regulatory agencies also set or approve prices.

Even if regulatory clearance of a product is granted, this clearance is limited to those specific states and conditions for which the product is useful, as demonstrated through clinical trials. We cannot ensure that any ZFP Therapeutic product developed by us, alone or with others, will prove to be safe and effective in clinical trials and will meet all of the applicable regulatory requirements needed to receive marketing clearance in a given country.

Outside the United States, our ability to market a product is contingent upon receiving a marketing authorization from the appropriate regulatory authorities, so we cannot predict whether or when we would be permitted to commercialize our product. These foreign regulatory approval processes include all of the risks associated with FDA clearance described above.

Commercialization of our technologies will depend, in part, on strategic partnering with other companies. If we are not able to find strategic partners in the future or our strategic partners do not diligently pursue product development efforts, we may not be able to develop our technologies or products, which could slow our growth and decrease the value of our stock.

We expect to rely, to some extent, on our strategic partners to provide funding in support of our research and to perform independent research and preclinical and clinical testing. Our technology is broad based, and we do not currently possess the resources necessary to fully develop and commercialize potential products that may result from our technologies or the resources or capabilities to complete the lengthy marketing approval processes that may be required for the products. Therefore, we plan to rely on strategic partnerships to help us develop and commercialize ZFP Therapeutic products. If we are unable to find strategic partners or if the partners we find are unable or unwilling to advance our programs, or if they do not diligently pursue product approval, this may slow our progress and defer our revenues. Our partners may sublicense or abandon development programs or we may have disagreements with our partners, which would cause associated product development to slow or cease. There can be no assurance that we will be able to establish strategic collaborations for ZFP Therapeutic product development. We may require significant time to secure collaborations or strategic partners because we need to effectively market the benefits of our technology to these future collaborators and strategic partners, which use the time and efforts of research and development personnel and our management. Further, each collaboration or strategic partnering arrangement will involve the negotiation of terms that may be unique to each collaborator or strategic partner. These business development efforts may not result in a collaboration or strategic partnership.

The loss of any future strategic partnering agreements would not only delay or terminate the potential development or commercialization of products we may derive from our technologies, but it may also delay or terminate our ability to test ZFP Therapeutic candidates for specific genes. If any strategic partner fails to conduct the collaborative activities successfully and in a timely manner, the preclinical or clinical development or commercialization of the affected product candidates or research programs could be delayed or terminated.

Under typical strategic partnering agreements we would expect to receive revenue for the research and development of a ZFP Therapeutic product and based on achievement of specific milestones. Achieving these milestones will depend, in part, on the efforts of our strategic partner as well as our own. If we, or any strategic partner, fail to meet specific milestones, then the strategic partnership may be terminated, which could decrease our revenues. For more information on risks relating to our third party collaborative agreements, see "Risks Relating to our Collaborative Relationships."

We have increased the focus of our research and development programs on human therapeutics, which will increase operating expenditures and the uncertainty of our business.

We have significantly increased the emphasis and focus of our research and development activities on ZFP Therapeutics. This change may increase operating expenditures due to larger financial outlays to fund preclinical studies, manufacturing, and clinical research. The focus on ZFP Therapeutics will also increase the visibility of our lead therapeutic programs and the potential impact on the stock price of news releases relating to these programs.

We are conducting proprietary research to discover ZFP Therapeutic product candidates. These programs increase our financial risk of product failure, may significantly increase our research expenditures, and may involve conflicts with future collaborators and strategic partners.

Our proprietary research programs consist of research which is funded solely by the Company and in which the Company retains exclusive rights to therapeutic products generated by such research. This is in contrast to certain of our research programs that may be funded by corporate partners and in which we may share rights to any resulting products. We have conducted proprietary research since inception. However, in the past several years, our strategy has shifted toward placing greater emphasis on proprietary research and therapeutic development and we expect this trend will continue in 2009 as we continue to prosecute our Phase 2 clinical trials and bring new ZFP Therapeutics into clinical trials. Conducting proprietary research programs may not generate corresponding revenue and may create conflicts with our collaborators or strategic partners over rights to our intellectual property with respect to our proprietary research activities. Any conflict with our collaborators or strategic partners could reduce our ability to enter into future collaborations or strategic partnering agreements and negatively impact our relationship with existing collaborators and strategic partners which could reduce our revenue and delay or terminate our product development. The implementation of this strategy will involve substantially greater business risks, the expenditure of significantly greater funds than our historic research activities and will require substantial commitments of time from our management and staff.

We may be unable to license gene transfer technologies that we may need to commercialize our ZFP TF technology.

In order to regulate or modify a gene in a cell, the ZFP TF or ZFN must be efficiently delivered to the cell. We have licensed certain gene transfer technologies for use with our Enabling Technologies, which are ZFP TFs and ZFNs used in pharmaceutical discovery research and protein production. We are evaluating these systems and other technologies that may need to be used in the delivery of ZFP TFs or ZFNs into cells for in vitro and in vivo applications, including ZFP Therapeutics. However, we may not be able to license the gene transfer technologies required to develop and commercialize our ZFP Therapeutics. We have not developed our own gene transfer technologies, and we rely on our ability to enter into license agreements to provide us with rights to the necessary gene transfer technology. The inability to obtain a license to use gene transfer technologies with entities which own such technology on reasonable commercial terms, if at all, could delay or prevent the preclinical evaluation, clinical testing, and/or commercialization of our therapeutic product candidates.

We do not currently have the infrastructure or capability to manufacture therapeutic products on a commercial scale.

In order for us to commercialize these therapeutic products directly, we would need to develop, or obtain through outsourcing arrangements, the capability to execute all of these functions. If we are unable to develop or otherwise obtain the requisite preclinical, clinical, regulatory, manufacturing, marketing, and sales capabilities, we would be unable to directly commercialize our therapeutics products which would limit our future growth.

Even if our technology proves to be effective, it still may not lead to commercially viable products.

Even if our collaborators or strategic partners are successful in using our ZFP technology in drug discovery, protein production, therapeutic development, or plant agriculture, they may not be able to commercialize the resulting products or may decide to use other

methods competitive with our technology. To date, no company has received marketing approval or has developed or commercialized any therapeutic or agricultural products based on our technology. Should our technology fail to provide safe, effective, useful, or commercially viable approaches to the discovery and development of these products, this would significantly limit our business and future growth and would adversely affect our value.

Even if our product development efforts are successful and even if the requisite regulatory approvals are obtained, our ZFP Therapeutics may not gain market acceptance among physicians, patients, healthcare payers and the medical community.

A number of additional factors may limit the market acceptance of products including the following:

- rate of adoption by healthcare practitioners;
- rate of a product's acceptance by the target population;
- timing of market entry relative to competitive products;
- availability of alternative therapies;
- price of our product relative to alternative therapies;
- availability of third-party reimbursement;
- extent of marketing efforts by us and third-party distributors or agents retained by us; and
- side effects or unfavorable publicity concerning our products or similar products.

Risks Relating to our Industry

If our competitors develop, acquire, or market technologies or products that are more effective than ours, this would reduce or eliminate our commercial opportunity.

Any products that we or our collaborators or strategic partners develop by using our ZFP technology platform will enter into highly competitive markets. Even if we are able to generate ZFP Therapeutics that are safe and effective for their intended use, competing technologies may prove to be more effective or less expensive, which, to the extent these competing technologies achieve market acceptance, will limit our revenue opportunities. In some cases, competing technologies have proven to be satisfactorily effective and less expensive, as has been the case with technologies competitive with our Enabling Technology applications. Competing technologies may include other methods of regulating gene expression or modifying genes. ZFP TFs and ZFNs have broad application in the life sciences industry and compete with a broad array of new technologies and approaches being applied to genetic research by many companies. Competing proprietary technologies with our product development focus include:

- For ZFP Therapeutics:
  - small molecule drugs;
  - monoclonal antibodies;
  - recombinant proteins;
  - gene therapy/cDNAs;
  - antisense; and
  - siRNA and microRNA approaches
- For our Enabling Technology Applications:
  - *For protein production:* gene amplification, meganucleases, insulator technology, mini-chromosomes;
  - *For target validation:* antisense, siRNA; and
  - *For plant agriculture:* recombination approaches, mutagenesis approaches, meganucleases, mini-chromosomes;

In addition to possessing competing technologies, our competitors include pharmaceutical and biotechnology companies with:

- substantially greater capital resources than ours;
- larger research and development staffs and facilities than ours; and
- greater experience in product development and in obtaining regulatory approvals and patent protection;

These organizations also compete with us to:

- attract qualified personnel;
- attract parties for acquisitions, joint ventures or other collaborations; and
- license the proprietary technologies of academic and research institutions that are competitive with our technology, which may preclude us from pursuing similar opportunities.

Accordingly, our competitors may succeed in obtaining patent protection or commercializing products before us. In addition, any products that we develop may compete with existing products or services that are well established in the marketplace.

Our gene regulation and gene modification technology is relatively new, and if we are unable to use this technology in all our intended applications, it would limit our revenue opportunities.

Our technology involves a relatively new approach to gene regulation and gene modification. Although we have generated ZFPs for thousands of gene sequences, we have not created ZFPs for all gene sequences and may not be able do so, which could limit the usefulness of our technology. In addition, while we have demonstrated the function of engineered ZFP TFs in mammalian cell culture, yeast, insects, plants, and animals, we have not yet definitively done so in humans, and the failure to do so could restrict our ability to develop commercially viable products. If we, and our collaborators or strategic partners, are unable to extend our results to new commercially important genes, experimental animal models, and human clinical studies, we may be unable to use our technology in all its intended applications. Also, delivery of ZFP TFs and ZFNs into cells and organisms, including humans, in these and other environments is limited by a number of technical hurdles, which we may be unable to surmount. This is a particular challenge for therapeutic applications of our technology that will require the use of gene transfer systems that may not be effective for the delivery of our ZFP TFs or ZFNs in a particular therapeutic application.

The expected value and utility of our ZFP TFs and ZFNs is in part based on our belief that the targeted or specific regulation of gene expression and targeted gene modification may enable us to develop a new therapeutic approach as well as to help scientists better understand the role of genes in disease, to aid their efforts in drug discovery and development. We also believe that the regulation of gene expression and targeted gene addition will have utility in agricultural applications. There is only a limited understanding of the role of specific genes in all these fields. Life sciences companies have developed or commercialized only a few products in any of these fields based on results from genomic research or the ability to regulate gene expression. We, our collaborators, or our strategic partners, may not be able to use our technology to identify and validate drug targets or to develop commercial products in the intended markets.

Adverse events in the field of gene therapy may negatively impact regulatory approval or public perception of our potential products.

Our potential therapeutic products are delivered to patients as gene-based drugs, or gene therapy. The clinical and commercial success of our potential products will depend in part on public acceptance of the use of gene therapy for the prevention or treatment of human diseases. Public attitudes may be influenced by claims that gene therapy is unsafe, and, consequently, our products may not gain the acceptance of the public or the medical community. Negative public reaction to gene therapy in general could result in greater government regulation and stricter labeling requirements of gene therapy products, including any of our products, and could cause a decrease in the demand for any products we may develop.

Laws or public sentiment may limit the production of genetically modified agricultural products in the future, and these laws could reduce our partner's ability to sell these products.

Genetically modified products are currently subject to public debate and heightened regulatory scrutiny, either of which could prevent or delay production of agricultural products. In October 2005, we entered into a Research License and Commercial Option Agreement with DAS. In June 2008, DAS exercised its option for a commercial license to our technology. Under this agreement, we will provide DAS with access to our proprietary ZFP technology and the exclusive right to use our ZFP technology to modify the genomes or alter the nucleic acid or protein expression of plant cells, plants, or plant cell cultures. The field-testing, production, and marketing of genetically modified plants and plant products are subject to federal, state, local, and foreign governmental regulation. Regulatory agencies administering existing or future regulations or legislation may not allow production and marketing of our genetically modified products in a timely manner or under technically or commercially feasible conditions. In addition, regulatory action or private litigation could result in expenses, delays, or other impediments to our product development programs or the commercialization of resulting products.

The FDA currently applies the same regulatory standards to foods developed through genetic engineering as those applied to foods developed through traditional plant breeding. Genetically engineered food products, however, will be subject to pre-market review if these products raise safety questions or are deemed to be food additives. Governmental authorities could also, for social or other purposes, limit the use of genetically modified products created with our gene regulation technology.

Even if we are able to obtain regulatory approval for genetically modified products, our success will also depend on public acceptance of the use of genetically modified products including drugs, plants, and plant products. Claims that genetically modified products are unsafe for consumption or pose a danger to the environment may influence public attitudes. Our genetically modified products may not gain public acceptance. The subject of genetically modified organisms has received negative publicity in the United States and particularly in Europe, and such publicity has aroused public debate. The adverse publicity in Europe could lead to greater regulation and trade restrictions on imports of genetically altered products. Similar adverse public reaction or sentiment in the United States to genetic research and its resulting products could result in greater domestic regulation and could decrease the demand for our technology and products.

Risks Relating to our Finances

We anticipate continuing to incur operating losses for the next several years. If material losses continue for a significant period, we may be unable to continue our operations.

We have generated operating losses since we began operations in 1995. The extent of our future losses and the timing of profitability are uncertain, and we expect to incur losses for the foreseeable future. We have been engaged in developing our ZFP TF technology since inception, which has and will continue to require significant research and development expenditures. In October 2009, we completed an underwritten public offering of 3,000,000 shares of our common stock at a public offering price of $7.20 per share resulting in net proceeds to us of approximately $20.9 million. Also in October 2009, we entered into an expansion of our license agreement with Sigma-Aldrich Corporation (“Sigma”) and a related stock purchase agreement under which we sold to Sigma 636,133 shares of our common stock valued at $5.0 million. In July 2007, we completed a registered direct offering to institutional investors for a total of 3,278,689 shares of common stock, at a price of $9.15 per share, resulting in net proceeds to us of $28.0 million. Also in July 2007, we entered into a license agreement and a related stock purchase agreement with Sigma under which we sold to Sigma 1.0 million shares of Sangamo’s common stock valued at $8.55 million. In June 2006, in an underwritten public offering and pursuant to an effective registration statement, we sold 3,100,000 shares of common stock at a public offering price of $6.75 per share, resulting in net proceeds of approximately $20.2 million. In November 2005, we completed a registered direct offering to institutional and strategic investors for a total of 5,080,000 shares of common stock at a price of $3.85 per share to the investors, resulting in net proceeds to Sangamo of approximately $18.2 million. To date, we have generated all other funding from revenues derived from strategic partnering agreements, Enabling Technology collaborations, federal government research grants and grants awarded by research foundations. As of September 30, 2009, we had an accumulated deficit of $190.2 million. Losses will increase as we expand and extend our research and development activities into human therapeutic product development. If the time required to generate significant product revenues and achieve profitability is longer than we currently anticipate or if we are unable to generate liquidity through equity financing or other sources of funding, we may not be able to sustain our operations.

We may be unable to raise additional capital, which would harm our ability to develop our technology and products.

We have incurred significant operating losses and negative operating cash flows since inception and have not achieved profitability. We expect capital outlays and operating expenditures to increase over the next several years as we expand our infrastructure and research and ZFP Therapeutic product development activities. While we believe our financial resources will be adequate to sustain our current operations at least through 2010, we may need to seek additional sources of capital through equity or debt financing. In the past year, the credit markets have experienced significant upheaval, while the equity market has demonstrated a high degree of volatility. As a result, we believe that the difficulty of an emerging biotechnology company raising capital through equity or debt financing has increased significantly. We do not know when, or if, the prospects for an emerging biotechnology company to raise capital will improve. In addition, as we focus our efforts on proprietary human therapeutics, we will need to seek FDA approval of potential products, a process that could cost in excess of $100 million per product. We cannot be certain that we will be able to obtain financing on terms acceptable to us, or at all. If adequate funds are not available, our business and our ability to develop our technology and ZFP Therapeutic products would be harmed.

We are at the development phase of operations and may not succeed or become profitable.

We began operations in 1995 and are in the early phases of ZFP Therapeutic product development. We have incurred significant losses and our net losses for the past three years ended 2008, 2007 and 2006 were $24.3 million, $21.5 million, and $17.9 million, respectively. To date, our revenues have been generated from strategic partners, Enabling Technology collaborations, and federal government and research foundation grants. Since 2005, we have placed significant emphasis on higher-value therapeutic product

development and related strategic partnerships. This shift in emphasis has the potential to increase the return on investment to our stockholders by allocating capital resources to higher value, therapeutic product development activities. At the same time, it increases our financial risk by increasing expenses associated with product development. In addition, the preclinical or clinical failure of any single product, such as our Phase 2 clinical trials of SB-509, may have a significant effect on the actual or perceived value of our shares. Our business is subject to all of the risks inherent in the development of a new technology, which included the need to:

- attract and retain qualified scientific and technical staff and management, particularly scientific staff with expertise to develop our early-stage technology into therapeutic products;
- obtain sufficient capital to support the expense of developing our technology platform and developing, testing, and commercializing products;
- develop a market for our products;
- successfully transition from a company with a research focus to a company capable of supporting commercial activities; and
- attract and enter into research collaborations with research and academic institutions and scientists.

Risks Relating to our Collaborative Relationships

If conflicts arise between us and our collaborators, strategic partners, scientific advisors, or directors, these parties may act in their self-interest, which may limit our ability to implement our strategies.

If conflicts arise between our corporate or academic collaborators, strategic partners, or scientific advisors or directors and us, the other party may act in its self-interest, which may limit our ability to implement our strategies. Some of our academic collaborators and strategic partners are conducting multiple product development efforts within each area that is the subject of the collaboration with us. Our collaborators or strategic partners, however, may develop, either alone or with others, products in related fields that are competitive with the products or potential products that are the subject of these collaborations. Competing products, either developed by the collaborators or strategic partners or to which the collaborators or strategic partners have rights, may result in the withdrawal of partner support for our product candidates.

Some of our collaborators or strategic partners could also become competitors in the future. Our collaborators or strategic partners could develop competing products, preclude us from entering into collaborations with their competitors, fail to obtain timely regulatory approvals, terminate their agreements with us prematurely, or fail to devote sufficient resources to the development and commercialization of products. Any of these developments could harm our product development efforts.

If we establish drug development collaborations, our collaborators may control aspects of our clinical trials, which could result in delays and other obstacles in the commercialization of our proposed products.

For some programs we may be dependent on third party collaborators to design and conduct our clinical trials. As a result, we may not be able to conduct these programs in the manner or on the time schedule we currently contemplate, which may negatively impact our business operations. In addition, if any of these collaborative partners withdraw support for our programs or proposed products or otherwise impair their development, our business could be negatively affected.

Our collaborators or strategic partners may decide to adopt alternative technologies or may be unable to develop commercially viable products with our technology, which would negatively impact our revenues and our strategy to develop these products.

Our collaborators or strategic partners may adopt alternative technologies, which could decrease the marketability of ZFP technology. Additionally, because many of our collaborators or strategic partners are likely to be working on more than one development project, they could choose to shift their resources to projects other than those they are working on with us. If they do so, this would delay our ability to test our technology and would delay or terminate the development of potential products based on our ZFP technology. Further, our collaborators and strategic partners may elect not to develop products arising out of our collaborative and strategic partnering arrangements or to devote sufficient resources to the development, manufacturing, marketing, or sale of these products. If any of these events occur, we may not be able to develop our technologies or commercialize our products.

If we do not successfully commercialize ZFP-based research reagents under our license agreement with Sigma-Aldrich Corporation or ZFP-based agricultural products with Dow AgroSciences, or if Sigma or Dow AgroSciences terminates our agreements, our ability to generate revenue under these license agreements may be limited.

In July 2007, we entered into a license agreement with Sigma to collaborate in the application and development of ZFP-based products for use in the laboratory research reagents markets. The agreement provides Sigma with access to Sangamo’s

ZFP technology and the exclusive right to use Sangamo's ZFP technology to develop and commercialize products for use as research reagents and to offer services in related research fields. This relationship was expanded in October 2009 when we amended our license agreement with Sigma to provide Sigma with the exclusive rights to develop and distribute ZFP-modified cell lines for commercial production of protein pharmaceuticals certain ZFP-engineered transgenic animals for commercial applications. In June 2008, following a research period, Dow AgroSciences (DAS) exercised its commercial license option under a license agreement with Sangamo relating to plant agriculture. This agreement provides DAS with the exclusive right to develop agricultural products using our ZFP technology in plant cells, plants, or plant cell cultures. Both companies also have the right to sublicense our technology in their respective areas. In addition to upfront payments, Sangamo may also receive additional license fees, shared sublicensing revenues, royalty payments and milestone payments depending on the success of the development and commercialization of the licensed products and services covered under both agreements. The commercial milestones and royalties are typically based upon net sales of licensed products.

We cannot be certain that Sigma, DAS and Sangamo will succeed in the development of commercially viable products in these fields of use, and there is no guarantee that Sigma, DAS and Sangamo will achieve the milestones set forth in the respective license agreements. To the extent Sigma, DAS and Sangamo do not succeed in developing and commercializing products or if Sigma, DAS and Sangamo fail to achieve such milestones, our revenues and benefits under the license agreements will be limited. In addition, the respective license agreements may be terminated by Sigma and DAS at any time by providing us with a 90-day notice. In the event Sigma or DAS decides to terminate the license agreements, our ability to generate revenue under such license agreements will cease.

If we do not successfully commercialize certain ZFP Therapeutic programs relating to diabetic neuropathy under our agreement with JDRF, JDRF may have the right to continue to advance the program and we may lose control of the intellectual property generated in the collaboration and development of the product and may only receive a portion of the revenue generated if commercialization by JDRF is successful.

In October 2006, we entered into a Research, Development and Commercialization Agreement with JDRF. Under the agreement and subject to its terms and conditions, including our achievement of certain milestones associated with our Phase 2 clinical trial of SB-509 (SB-509-601) for the treatment of diabetic neuropathy, JDRF has paid us a total of $3.0 million through June 30, 2009. We are obligated to cover the costs of the Phase 2 trial that are not covered by JDRF's grant.

Under the agreement, we are obligated to use commercially reasonable efforts to carry out the Phase 2 trial and, thereafter, to develop and commercialize, a product containing SB-509 for the treatment of diabetes and complications of diabetes. If we fail to satisfy these obligations, JDRF may have the right, subject to certain limitations, to obtain an exclusive, sublicensable license, to the intellectual property generated by us in the course of the Phase 2 trial, to make and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. If JDRF obtains such a license, it is obligated to pay us a percentage of its revenues from product sales and sublicensing arrangements. If JDRF fails to satisfy its obligations to develop and commercialize a product containing SB-509 under the Agreement, then their license rights will terminate and we will receive a non-exclusive, fully paid license, for any intellectual property developed during JDRF's use of the license, to research, develop and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. There is no guarantee that we will be successful in commercializing a product containing SB-509 in the future. If we fail to do so under the agreement with JDRF, we may lose control of the intellectual property generated in the development of the product and may only receive a portion of the revenue generated if commercialization by JDRF is successful.

Our collaborations with outside scientists may be subject to change, which could limit our access to their expertise.

We work with scientific advisors and collaborators at academic research institutions. These scientists are not our employees and may have other commitments that would limit their availability to us. Although our scientific advisors generally agree not to do competing work, if a conflict of interest between their work for us and their work for another entity arises, we may lose their services. Although our scientific advisors and academic collaborators sign agreements not to disclose our confidential information, it is possible that some of our valuable proprietary knowledge may become publicly known through them, which may cause competitive harm to our business.

Risks Relating to our Intellectual Property and Business Operation

Because it is difficult and costly to protect our proprietary rights, and third parties have filed patent applications that are similar to ours, we cannot ensure the proprietary protection of our technologies and products.

Our commercial success will depend in part on obtaining patent protection of our technology and successfully defending any of our patents that may be challenged. The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and can involve complex legal and factual questions. No consistent policy regarding the breadth of claims allowed in biotechnology patents has emerged to date. Accordingly, we cannot predict the breadth of claims allowed in patents we own or license.

We are a party to various license agreements that give us rights under specified patents and patent applications. Our current licenses, as our future licenses frequently will, contain performance obligations. If we fail to meet those obligations, the licenses could be terminated. If we are unable to continue to license these technologies on commercially reasonable terms, or at all, we may be forced to delay or terminate our product development and research activities.

With respect to our present and any future sublicenses, since our rights derive from those granted to our sublicensor, we are subject to the risk that our sublicensor may fail to perform its obligations under the master license or fail to inform us of useful improvements in, or additions to, the underlying intellectual property owned by the original licensor.

We are unable to exercise the same degree of control over intellectual property that we license from third parties as we exercise over our internally developed intellectual property. We do not control the prosecution of certain of the patent applications that we license from third parties; therefore, the patent applications may not be prosecuted as we desire or in a timely manner.

The degree of future protection for our proprietary rights is uncertain, and we cannot ensure that:

- we or our licensors were the first to make the inventions covered by each of our pending patent applications;
- we or our licensors were the first to file patent applications for these inventions;
- the patents of others will not have an adverse effect on our ability to do business;
- others will not independently develop similar or alternative technologies or reverse engineer any of our products, processes or technologies;
- any of our pending patent applications will result in issued patents;
- any patents issued or licensed to us or our collaborators or strategic partners will provide a basis for commercially viable products or will provide us with any competitive advantages;
- any patents issued or licensed to us will not be challenged and invalidated by third parties; or
- we will develop additional products, processes or technologies that are patentable.

Others have filed and in the future are likely to file patent applications that are similar to ours. We are aware that there are academic groups and other companies that are attempting to develop technology that is based on the use of zinc finger and other DNA-binding proteins, and that these groups and companies have filed patent applications. Several patents have been issued, although we have no current plans to use the associated inventions. If these or other patents issue, it is possible that the holder of any patent or patents granted on these applications may bring an infringement action against our collaborators, strategic partners, or us claiming damages and seeking to enjoin commercial activities relating to the affected products and processes. The costs of litigating the claim could be substantial. Moreover, we cannot predict whether we, our collaborators, or strategic partners would prevail in any actions. In addition, if the relevant patent claims were upheld as valid and enforceable and our products or processes were found to infringe the patent or patents, we could be prevented from making, using, or selling the relevant product or process unless we could obtain a license or were able to design around the patent claims. We can give no assurance that such a license would be available on commercially reasonable terms, or at all, or that we would be able to successfully design around the relevant patent claims. There may be significant litigation in the genomics industry regarding patent and other intellectual property rights, which could subject us to litigation. If we become involved in litigation, it could consume a substantial portion of our managerial and financial resources.

We cannot guarantee that third parties will not challenge our intellectual property. One of our in-licensed foreign patents, licensed to Sangamo from Johns Hopkins University which forms the basis for five European Regional Phase patents, has been revoked as a result of an opposition by a third party. Our licensor, Johns Hopkins University, appealed the revocation but in April 2007, the European Technical Board of Appeal released its decision dismissing the appeal. This outcome may limit our ability to exclude potential competitors in the field of targeted recombination and gene correction in Europe but does not affect our ability to practice our targeted recombination and gene correction programs in Europe. Moreover, we also hold licenses to six US patents to the technology covered by the opposed European patent, and hold licenses to related applications issued in Canada and Japan. Additional related applications are pending in Japan and Europe. As of October 30, 2009, US patent number US6,265,196, licensed to Sangamo from Johns Hopkins University, was undergoing re-examination. In addition in 2008, US5,792,640, also licensed from Johns Hopkins University, completed a first re-examination process and a re-exam certificate was issued on September 9, 2008. However, a second re-exam proceeding was ordered on November 4, 2008. We cannot predict the outcome of the reexamination, which may be unfavorable to us.

We rely on trade secrets to protect technology where we believe patent protection is not appropriate or obtainable. Trade secrets, however, are difficult to protect. While we require employees, academic collaborators, and consultants to enter into confidentiality agreements, we may not be able to adequately protect our trade secrets or other proprietary information or enforce these confidentiality agreements.

Our collaborators, strategic partners, and scientific advisors have rights to publish data and information in which we may have rights. If we cannot maintain the confidentiality of our technology and other confidential information in connection with our collaborations and strategic partnerships, then we may not be able to receive patent protection or protect our proprietary information.

If we use biological and hazardous materials in a manner that causes injury or violates laws, we may be liable for damages.

Our research and development activities involve the controlled use of potentially harmful biological materials as well as hazardous materials, chemicals, and various radioactive compounds typically employed in molecular and cellular biology. We routinely use cells in culture and gene delivery vectors, and we employ small amounts of radioisotopes in trace experiments. Although we maintain up-to-date licensing and training programs, we cannot completely eliminate the risk of accidental contamination or injury from the use, storage, handling, or disposal of these materials. In the event of contamination or injury, we could be held liable for damages that result, and any liability could exceed our resources. We currently carry insurance covering certain claims arising from our use of these materials. However, if we are unable to maintain our insurance coverage at a reasonable cost and with adequate coverage, our insurance may not cover any liability that may arise. We are subject to federal, state, and local laws and regulations governing the use, storage, handling, and disposal of these materials and specified waste products. To date, we have not experienced significant costs in complying with regulations regarding the use of these materials.

Failure to attract, retain, and motivate skilled personnel and cultivate key academic collaborations will delay our product development programs and our research and development efforts.

We are a small company with 74 full-time employees as of October 30, 2009, and our success depends on our continued ability to attract, retain, and motivate highly qualified management and scientific personnel and our ability to develop and maintain important relationships with leading research and academic institutions and scientists. Competition for personnel and academic and other research collaborations is intense. The success of our technology development programs depends on our ability to attract and retain highly trained personnel. We have experienced a rate of employee turnover that we believe is typical of emerging biotechnology companies. If we lose the services of personnel with the necessary skills, it could significantly impede the achievement of our research and development objectives. We are not presently aware of any plans of specific employees to retire or otherwise leave the company. If we fail to negotiate additional acceptable collaborations with academic and other research institutions and scientists, or if our existing collaborations are unsuccessful, our ZFP Therapeutic development programs may be delayed or may not succeed.

Risks Relating to our Common Stock and Corporate Organization

Our stock price has been volatile and may continue to be volatile, which could result in substantial losses for investors.

During the quarter ended September 30, 2009, our common stock price ranged from a low of $4.26 to high of $9.03. During the past two years, our common stock price has fluctuated significantly, ranging from a low of $1.95 to a high of $13.65 during the year ended December 31, 2008, and a low of $6.22 to a high of $19.08 during the year ended December 31, 2007. The recent market instability caused by the turmoil in the financial industry has further contributed to the volatility of our stock price. Volatility in our common stock could cause stockholders to incur substantial losses. An active public market for our common stock may not be sustained, and the market price of our common stock may continue to be highly volatile. The market price of our common stock has fluctuated significantly in response to various factors, some of which are beyond our control, including but not limited to the following:

- announcements by us or future partners providing updates on the progress or development status of ZFP Therapeutics;
- data from clinical trials;
- changes in market valuations of similar companies;
- overall market conditions;
- deviations in our results of operations from the guidance given by us or estimates of securities analysts;
- announcements by us or our competitors of new or enhanced products, technologies or services or significant contracts, acquisitions, strategic relationships, joint ventures or capital commitments;
- regulatory developments;
- additions or departures of key personnel;
- future sales of our common stock or other securities by the Company, management or directors, liquidation of institutional funds that comprised large holdings of Sangamo stock; and
- decreases in our cash balances.

Our common stock is relatively thinly traded, which means large transactions in our common stock may be difficult to conduct in a short time frame.

We have a relatively low volume of daily trades in our common stock on the Nasdaq Global Market. For example, the average daily trading volume in our common stock on the Nasdaq Global Market over the ten-day trading period prior to October 30, 2009 was 478,640 shares per day. Any large transactions in our common stock may be difficult to conduct and may cause significant fluctuations in the price of our common stock.

Our stock price is also influenced by public perception of gene therapy and government regulation of potential products.

Reports of serious adverse events in a retroviral gene transfer trial for infants with X-linked severe combined immunodeficiency (X-linked SCID) in France and subsequent FDA actions putting related trials on hold in the United States had a significant negative impact on the public perception and stock price of certain companies involved in gene therapy. Stock prices of these companies declined whether or not the specific company was involved with retroviral gene transfer for the treatment of infants with X-linked SCID, or whether the specific company's clinical trials were placed on hold in connection with these events. Other potential adverse events in the field of gene therapy may occur in the future that could result in greater governmental regulation of our potential products and potential regulatory delays relating to the testing or approval of our potential products. These external events may have a negative impact on public perception of our business, which could cause our stock price to decline.

Anti-takeover provisions in our certificate of incorporation and Delaware law could make an acquisition of the Company more difficult and could prevent attempts by our stockholders to remove or replace current management.

Anti-takeover provisions of Delaware law and in our certificate of incorporation and our bylaws may discourage, delay or prevent a change in control of our company, even if a change in control would be beneficial to our stockholders. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. In particular, under our certificate of incorporation our board of directors may issue up to 5,000,000 shares of preferred stock with rights and privileges that might be senior to our common stock, without the consent of the holders of the common stock. Moreover, without any further vote or action on the part of the stockholders, the board of directors would have the authority to determine the price, rights, preferences, privileges, and restrictions of the preferred stock. This preferred stock, if it is ever issued, may have preference over, and harm the rights of, the holders of common stock. Although the issuance of this preferred stock would provide us with flexibility in connection with possible acquisitions and other corporate purposes, this issuance may make it more difficult for a third party to acquire a majority of our outstanding voting stock.

Similarly, our authorized but unissued common stock is available for future issuance without stockholder approval.

In addition, our bylaws:

- state that stockholders may not act by written consent but only at a stockholders' meeting;
- establish advance notice requirements for nominations for election to the board of directors or proposing matters that can be acted upon at stockholders' meetings; and
- prohibit stockholders from calling a special meeting of stockholders.

We are also subject to Section 203 of the Delaware General Corporation Law, which provides, subject to certain exceptions, that if a person acquires 15% of our voting stock, the person is an "interested stockholder" and may not engage in "business combinations" with us for a period of three years from the time the person acquired 15% or more or our voting stock.

Insiders have influence over Sangamo and could delay or prevent a change in corporate control.

The interest of management could conflict with the interest of our other stockholders. Our executive officers and directors beneficially own, in the aggregate, approximately 10% of our outstanding common stock as of September 30, 2009. As a result, these stockholders, if they choose to act together, may have a material impact on all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This could have the effect of delaying or preventing a change of control of Sangamo, which in turn could reduce the market price of our stock.

ITEM 6.

(a) Exhibits:

10.1	First Amendment of the License Agreement, dated November 9, 2007, between Sigma-Aldrich Corporation and Sangamo BioSciences, Inc.
10.2†	Second Amendment of the License Agreement, dated September 25, 2009, between Sigma-Aldrich Corporation and Sangamo BioSciences, Inc.
10.3†	Third Amendment to the License Agreement, dated October 2, 2009, between Sigma-Aldrich Corporation and Sangamo BioSciences, Inc.
31.1	Rule 13a-14(a) Certification by Principal Executive Officer
31.2	Rule 13a-14(a) Certification by Principal Financial and Accounting Officer
32.1	Certification Pursuant to 18 U.S.C. Section 1350

† Confidential treatment has been requested for certain information contained in this document. Such information has been omitted and filed separately with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: November 6, 2009

SANGAMO BIOSCIENCES, INC.

/S/ H. WARD WOLFF

H. Ward Wolff
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.1

FIRST AMENDMENT OF THE LICENSE AGREEMENT

The Parties to the License Agreement of July 10, 2007 ("License Agreement"), **SANGAMO BIOSCIENCES, INC.**, a Delaware corporation having its principal place of business at Point Richmond Tech Center, 501 Canal Boulevard, Suite A100, Richmond, California 94804 ("Sangamo"), and **SIGMA-ALDRICH CO.**, an Illinois corporation having its principal place of business at 3050 Spruce Street, St. Louis, MO 63103, ("Sigma"), hereby amend the Agreement as follows:

The following Section 3.4 is added:

3.4 Exchange of Materials

(a) Each Party may, from time to time, wish to supply to the other Party proprietary biological or chemical material and nucleic acid sequences ("Material") under the terms and conditions of this Agreement for use in the Research Plan Collaboration or in the development of ZFP Products. The supply of Material on or after the Amendment Execution Date (as defined below) shall be promptly confirmed by a writing describing the Material and the date of its exchange in the form of Exhibit H (attached hereto). Exhibit J lists all Materials exchanged prior to the Amendment Execution Date and the date of such exchange.

(b) For each supply of Material (other than ZFP Products supplied by Sangamo to Sigma), the supplying Party grants to the receiving Party a non-exclusive right to use such Material for the sole purpose of work on the Research Plan Collaboration or in development of ZFP Products.

(c) Each Party shall only supply Material under this Section 3.4 that is the sole property or under the control of such Party. Each Party recognizes that no license is granted or implied to such Party with respect to the Material supplied by the other Party under this Section 3.4 unless otherwise provided in this Agreement.

(d) The receiving Party shall use reasonable efforts to protect Material from access by Third Parties other than its employees or consultants who are obligated to hold Material in confidence. At the supplying Party's option, the receiving Party shall either return to the supplying Party or destroy all remaining Material upon supplying Party's written request. The receiving Party shall not, without the written permission of the supplying Party, use the Material supplied hereunder as the basis for an application for a patent or other form of protection or registration covering the Material or its use.

C. Except as amended hereby, the Agreement shall remain in full force and effect. Those amendments made herein shall be effective retroactive to July 10, 2007.

IN WITNESS WHEREOF, the Parties have executed this First Amendment of the License Agreement in duplicate originals by their proper officers as of November 9, 2007 (the "Amendment Execution Date").

SANGAMO BIOSCIENCES, INC.

By: /s/ David G. Ichikawa
Name: David G. Ichikawa
Title: Sr. V.P., Business Development

SIGMA-ALDRICH CO.

By: /s/ David Smoller
Name: David Smoller
Title: President, Research Biotech

Exhibit H
Material Transmittal Form

Pursuant to Article 3.4 of the License Agreement

Name of company representative providing Material (print): _____

Signature of company representative: _____

Date that Material is provided to recipient: _____

Project reference (if available): _____

DESCRIPTION OF MATERIAL:

Exhibit J

Previously Transferred Materials

No non-ZFP proprietary materials have been transferred between the Parties.

NOTE: Portions of this Exhibit are the subject of a Confidential Treatment Request by the Registrant to the Securities and Exchange Commission (the "Commission"). Such portions have been redacted and are marked with a "[***]" in the place of the redacted language. The redacted information has been filed separately with the Commission.

SECOND AMENDMENT OF THE LICENSE AGREEMENT

The Parties to the License Agreement of July 10, 2007 ("License Agreement"), **SANGAMO BIOSCIENCES, INC.**, a Delaware corporation having its principal place of business at Point Richmond Tech Center, 501 Canal Boulevard, Suite A100, Richmond, California 94804 ("Sangamo"), and **SIGMA-ALDRICH CO.**, an Illinois corporation having its principal place of business at 3050 Spruce Street, St. Louis, MO 63103, ("Sigma"), hereby amend the License Agreement (this "Second Amendment") effective as of September 25, 2009 (the "Amendment Execution Date") as follows:

1. Section 1.70 of the License Agreement shall be amended to read in its entirety as follows:

1.70 "Sigma" means Sigma-Aldrich Co., an Illinois corporation.

2. Sections 7.3(a)(v) and 7.3(a)(vi) of the License Agreement shall be deleted in their entirety and replaced with the following:

(v) $[***] upon delivery by Sangamo to Sigma of: (a) [***] new two-finger modules (archive plate [***] or [***] as appropriate), which will add a minimum of [***] new hexamers to the archive repertoire. Each module will be characterized by [***] and will specify a minimum of [***] base pairs in its assigned target (using a log odds score based on the [***] enrichment of the targeted hexamer). The modules will be provided as DNA and glycerol stocks; and (b) a companion set of data files, computer programs and detailed protocols that fully incorporate the new modules into the standard design and gene assembly process.

(vi) $[***] upon delivery by Sangamo to Sigma of: (a) at least [***] new two-finger modules (archive plate [***] or [***] as appropriate) which will add a minimum of a further [***] new hexamers (separate from those delivered in (vi) above) to the archive repertoire. Each module will be characterized by [***] and will specify a minimum of [***] base pairs in its assigned target (using a log odds score based on the [***] enrichment of the targeted hexamer). Modules will be provided as DNA and glycerol stocks; and (b) delivery of a companion set of data files, computer programs and detailed protocols that fully incorporate the new modules into the standard design and gene assembly process.

(vii) $[***] upon delivery by Sangamo to Sigma of: (a) a set of new [***] for skipping [***] and [***] with supporting data showing the preference of each new [***] for its intended [***] length as well as the improved average [***] performance over existing [***]; and (b) delivery of a companion set of data files, computer programs and detailed protocols that fully incorporate the new [***] into the standard design and gene assembly process. Biochemical studies will consist of [***]. Biological studies will consist of transient ZFN expression in a human cell line followed by Cel-1 analysis for determination of gene modification efficiency of the endogenous targets.

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

(viii) $[***] upon delivery by Sangamo to Sigma of: (a) [***]-based design scores for the entire current archive (the two-finger modules on archive plates [***] through [***]); and (b) a companion set of data files, computer programs and detailed protocols that fully incorporate the new data into the standard design and gene assembly process. Note that modules yielding poor [***] data in these studies may be functionally eliminated from the archive.

(ix) $[***] upon initial transfer and demonstration of functional implementation at Sigma of electronic [***] capabilities as demonstrated by generation of an [***] design sheet. The software will incorporate the existing archive and any new modules, single fingers and [***] available at the time of initial transfer that have been delivered as part of the work performed above in sections (v), (vi), (vii), and (viii). After initial transfer, the software will be updated as necessary to incorporate platform improvements delivered as part of the work performed above in sections (v), (vi), (vii), and (viii).

(x) $[***] upon delivery by Sangamo to Sigma of data resulting from [***] for [***] new hexamers focused on the [***]. Data will be comprised of sequencing results from [***] pools. Where sequence data indicate a successful [***] (i.e. via consensus behavior) Sangamo shall follow-up by performing downstream steps of the repertoire expansion process (generation of module constructs and [***] analysis). Downstream steps will be performed for either [***] modules per successful [***], or [***] modules, whichever value is less. Modules identified via [***] as specific for new hexamers will then be added to the archive, with supply of such constructs as DNA and glycerol stocks and a companion set of data files, computer programs and detailed protocols that fully incorporate the new modules into the standard design and gene assembly process.

3. Section 7.3(d) of the License Agreement shall be amended in its entirety to read as follows:

(d) Sigma shall pay the indicated amounts within thirty (30) days of achievement of the milestone. For clarity, in the event that Sangamo achieves the milestone described in Section 7.3(a)(iii), Sangamo shall be deemed to have achieved the milestone set forth in Section 7.3(a)(i) (if not previously achieved). For further clarity, achievement of the milestone described in Section 7.3(a)(iv) shall trigger the milestone payment set forth in Section 7.3(a)(ii) (if not previously paid).

4. Section 13.8 of the License Agreement shall be amended to read in its entirety as follows:

13.8 Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement and shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail, postage prepaid, express delivery service or personally delivered. Unless otherwise specified in writing, the mailing addresses of the Parties shall be as described below.

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

For Sangamo:	Sangamo BioSciences, Inc. Point Richmond Tech Center 501 Canal Boulevard, Suite A100 Richmond, California 94804 Attention: Chief Executive Officer
With a copy to:	Cooley Godward Kronish LLP Five Palo Alto Square 3000 El Camino Real Palo Alto, CA 94306 Attention: Marya A. Postner, Esq.
For Sigma:	Sigma-Aldrich Co. 3050 Spruce Street St. Louis, Missouri 63103 Attention: General Counsel and Secretary
With a copy to:	Sigma-Aldrich Co. 3050 Spruce Street St. Louis, Missouri 63103 Attention: President, Research Biotech Unit

5. This Second Amendment amends the terms of the License Agreement and is deemed incorporated into the License Agreement. The provisions of the License Agreement, as amended by this Second Amendment, remain in full force and effect.

6. The License Agreement as amended by this Second Amendment sets forth the entire understanding of the parties hereto relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties hereto relating to the subject matter thereof.

7. This Second Amendment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Second Amendment (in counterparts or otherwise) by electronic transmission, including by email, or facsimile shall be sufficient to bind the Parties to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment of the License Agreement in duplicate originals by their proper officers as of the Amendment Execution Date.

SANGAMO BIOSCIENCES, INC.

By: /s/ Philip D. Gregory
Name: Philip D. Gregory
Title: Chief Scientific Officer

SIGMA-ALDRICH CO.

By: /s/ David Smoller
Name: David Smoller
Title: President

NOTE: Portions of this Exhibit are the subject of a Confidential Treatment Request by the Registrant to the Securities and Exchange Commission (the "Commission"). Such portions have been redacted and are marked with a "[***]" in the place of the redacted language. The redacted information has been filed separately with the Commission.

THIRD AMENDMENT TO THE LICENSE AGREEMENT

This **THIRD AMENDMENT TO THE LICENSE AGREEMENT** (the "**Third Amendment**") is made and entered into as of October 2, 2009 (the "**Third Amendment Effective Date**") by and between **SANGAMO BIOSCIENCES, INC.,** a Delaware corporation having its principal place of business at Point Richmond Tech Center, 501 Canal Boulevard, Suite A100, Richmond, California 94804 ("**Sangamo**"), and **SIGMA-ALDRICH CO.,** an Illinois corporation having its principal place of business at 3050 Spruce Street, St. Louis, MO 63103 ("**Sigma**"). Sigma and Sangamo are individually referred to herein as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. Sigma and Sangamo are parties to a License Agreement effective as of July 10, 2007 as previously amended on November 9, 2007 and September 25, 2009 (the "**Agreement**"), under which Sangamo granted to Sigma an exclusive license to use Sangamo's proprietary zinc finger protein technology in the research field.

B. Sigma and Sangamo desire to amend the Agreement in accordance with Section 13.4 of the Agreement to add a new exclusive license from Sangamo to Sigma for certain commercial uses of products arising from Sangamo's proprietary zinc finger technology and as otherwise set out herein.

NOW, THEREFORE, the Parties agree as follows:

1. THIRD AMENDMENT OF THE AGREEMENT

The parties hereby agree to amend the terms of the Agreement as provided below, effective as of the Third Amendment Effective Date. Where the Agreement is not explicitly amended, the terms of the Agreement will remain in force. Capitalized terms used in this Third Amendment that are not otherwise defined herein shall have the same meanings as such terms are given in the Agreement.

1.1 Section 1.8 shall be amended to read in its entirety as follows:

"**1.8** [Intentionally deleted]"

1.2 Section 1.24 shall be amended to read in its entirety as follows:

"**1.24** [Intentionally deleted]"

1.3 Section 1.45 shall be amended to read in its entirety as follows:

"**1.45 "Net Sales"** means the amount invoiced or otherwise billed by Sigma or its Sublicensees for sales or other commercial disposition of a Licensed Product in the Field to a Third Party purchaser, less the following to the extent included in such billing or otherwise actually allowed or incurred with respect to such sales: (a) discounts, including cash, trade and quantity discounts, price reduction programs, retroactive price adjustments with respect to sales of a product, charge-back payments and rebates granted to trade customers; (b) credits or allowances actually granted upon rejections or returns of Licensed Products, including for recalls or damaged goods; (c) freight, postage, shipping and insurance charges actually allowed or paid for delivery of Licensed Products, to the extent billed; (d) customs duties, surcharges and other governmental charges incurred in connection with the exportation or importation of a Licensed Product; (e) taxes, duties or other governmental charges levied on, absorbed or otherwise imposed on sale of Licensed Products, including without limitation value-added taxes, or other governmental charges otherwise measured by the billing amount, when included in billing, as adjusted for rebates and refunds, but specifically excluding taxes based on net income of the seller; and (f) a reasonable allowance for bad debts (such allowance not to exceed 2% of gross sales) provided that all of the foregoing deductions are calculated in accordance with generally accepted accounting principles consistently applied throughout the selling party's organization."

1.4 Section 1.61 shall be amended to read in its entirety as follows:

"**1.61** [Intentionally deleted]"

1.5 Section 1.66 shall be amended to read in its entirety as follows:

"**1.66 "Sangamo Know-How"** means all Information including Sangamo Improvements and Sangamo's interest in Joint Improvements (other than Sangamo Patents), that (a) is Controlled, during the term of this Agreement, by (i) Sangamo, (ii) any entity that, as of the Effective Date or the Third Amendment Effective Date, is a Sangamo Affiliate, or (iii) a Sangamo Downstream Affiliate and (b) is reasonably necessary or useful to make, use or sell ZFP Products in the Field or the Commercial Field. Sangamo Know-How shall not include any Information licensed to Sangamo or a Sangamo Affiliate by a Third Party unless such Information is licensed pursuant to a Third Party License and meets the aforementioned criteria for Sangamo Know-How."

1.6 Section 1.67 shall be amended to read in its entirety as follows:

"**1.67 "Sangamo Patent"** means any patent or patent application, including any patent or patent application that claims a Sangamo Improvement or Joint Improvement, that (a) is Controlled, during the term of this Agreement, by (i) Sangamo, (ii) any entity that, as of the Effective Date or the Third Amendment Effective Date, is a Sangamo Affiliate, or (iii) a Sangamo Downstream Affiliate, and (b) claims the composition of matter, manufacture, or use of ZFP Products useful in the Field or the Commercial Field. Sangamo Patents include, without limitation, the patents or patent applications listed on Exhibit A. Notwithstanding the foregoing, Sangamo Patents shall not include any patents or patent applications licensed to Sangamo or a Sangamo Affiliate by a Third Party unless such patents or patent application are licensed pursuant to a Third Party License."

1.7 Section 1.75 shall be amended to read in its entirety as follows:

"**1.75** [Intentionally deleted]"

1.8 Section 1.78 shall be amended to read in its entirety as follows:

"**1.78 "Sublicensing Revenues"** means any consideration (other than royalties on sales) that Sigma receives in return for the granting or practice of a sublicense under the Sangamo Technology pursuant to a Sublicense Agreement in which the sublicense under the Sangamo Technology includes rights in the Field, which may include (without limitation) upfront license fees, annual license or maintenance payments, milestone payments, credits against Sigma's future expenses, or reductions in royalties or other payments otherwise owed to the Sublicensee. In the event that Sigma receives non-cash consideration from a Sublicensee for the granting or practice of a sublicense under the Sangamo Technology in the Field, the Parties shall determine in good faith the fair market value of such consideration, and such fair market value shall be included in Sublicensing Revenues."

1.9 The following new Section 1.93 shall be added to read in its entirety as follows:

"**1.93 "Commercial Field"** means (a) with respect to a Domestic Product, the Domestic Field; (b) with respect to a GMP Product or Manufacturing Product, the GMP Field; and (c) with respect to a Livestock Product, the Livestock Field. For clarity, the term "Commercial Field" shall always refer to the use of a Commercial Product in its applicable field as set forth in the preceding sentence."

1.10 The following new Section 1.94 shall be added to read in its entirety as follows:

"**1.94 "Commercial Product"** means (a) a Domestic Product, GMP Product, Livestock Product or Manufacturing Product or (b) a Licensed Service that uses in the Commercial Field one of the Licensed Products listed in (a)."

1.11 The following new Section 1.95 shall be added to read in its entirety as follows:

"**1.95 "Domestic Field"** means the use of a Domestic Product as a companion for humans."

1.12 The following new Section 1.96 shall be added to read in its entirety as follows:

"**1.96 "Domestic Product"** means a Licensed Product that is a non-human animal that is kept as a pet, the genome or genetic composition of which has been modified through the use (whether directly or indirectly) of a ZFP Product."

1.13 The following new Section 1.97 shall be added to read in its entirety as follows:

"**1.97 "GMP Field"** means use for GMP production of Therapeutic Products, including the development of methods for such GMP production. For clarity, if the Therapeutic Product or any derivative of such Therapeutic Product is used in or administered to humans or animals, then the production of such Therapeutic Product shall be deemed to be GMP production."

1.14 The following new Section 1.98 shall be added to read in its entirety as follows:

"**1.98 "GMP Product"** means a Licensed Product that (a) is a eukaryotic cell or eukaryotic cell line, the genome or genetic composition of which has been modified through the use (whether directly or indirectly) of a ZFP Product in a manner that (i) facilitates or improves the ability of such cell or cell line to produce a Therapeutic Product or (ii) modifies the molecular characteristics of such Therapeutic Product and (b) is not a Plant Product."

1.15 The following new Section 1.99 shall be added to read in its entirety as follows:

"**1.99 "Livestock Field"** means use of a Livestock Product for the production of human food or another naturally occurring product."

1.16 The following new Section 1.100 shall be added to read in its entirety as follows:

"**1.100 "Livestock Product"** means a Licensed Product that is a livestock animal (including, but not limited to fish), the genome or genetic composition of which has been modified through the use (whether directly or indirectly) of a ZFP Product in a manner that improves the quality, quantity or characteristics of a human or animal food or other naturally occurring products (e.g., wool, leather) made by or derived from such animal, provided that such food or naturally occurring product is not a Therapeutic Product or a ZFP Therapeutic Product."

1.17 The following new Section 1.101 shall be added to read in its entirety as follows:

"**1.101 "Manufacturing Product"** means a Licensed Product that (a) is a multicellular non-human animal, the genome or genetic composition of which has been modified through the use (whether directly or indirectly) of a ZFP Product in a manner that (i) facilitates or improves the ability of such animal to produce a Therapeutic Product or (ii) modifies the molecular characteristics of such Therapeutic Product and (b) is not a Plant Product."

1.18 The following new Section 1.102 shall be added to read in its entirety as follows:

"**1.102 "Net Commercial Sales"** means the amount invoiced or otherwise billed by Sigma for sales or other commercial disposition of a Commercial Product in the Commercial Field to a Third Party purchaser, less the following to the extent included in such billing or otherwise actually allowed or incurred with respect to such sales: (i) discounts, including cash, trade and quantity discounts, price reduction programs, retroactive price adjustments with respect to sales of a product, charge-back payments and rebates granted to trade customers; (ii) credits or allowances actually granted upon rejections or returns of Commercial Products, including for recalls or damaged goods; (iii) freight, postage, shipping and insurance charges actually allowed or paid for delivery of Commercial Products, to the extent billed; (iv) customs duties, surcharges and other governmental charges incurred in connection with the exportation or importation of a Commercial Product; (v) taxes, duties or other governmental charges levied on, absorbed or otherwise imposed on sale of Commercial Products, including without limitation value-added taxes, or other governmental charges otherwise measured by the billing amount, when included in billing, as adjusted for rebates and refunds, but specifically excluding taxes based on net income of the seller; and (vi) a reasonable allowance for bad debts (such allowance not to exceed 2% of gross sales) provided that all of the foregoing deductions are calculated in accordance with generally accepted accounting principles consistently applied throughout Sigma's organization.

In the event that Sigma receives non-cash consideration for sales or other commercial disposition of a Commercial Product in the Commercial Field to a Third Party purchaser, the Parties shall determine in good faith the fair market value of such consideration, and such fair market value shall be included in Net Commercial Sales. In the event that Sigma receives a payment attributable to the sale of a Commercial Product that pertains to both the Field and the Commercial Field, then the Parties shall determine in good faith the relative value of the Field and Commercial Field rights and shall allocate, based upon such relative value, (1) to Net Commercial Sales, the percentage of such payment that corresponds to the percentage value of the rights with respect to the Commercial Field and (2) to Net Sales, the percentage of such payment that corresponds to the percentage value of the rights with respect to the Field."

1.19 The following new Section 1.103 shall be added to read in its entirety as follows:

"**1.103 "Net Commercial Sublicensing Revenues"** means any consideration that Sigma receives in return for the granting or practice of a sublicense under the Sangamo Technology pursuant to a Sublicense Agreement in which the sublicense under the Sangamo Technology includes rights in a Commercial Field, which may include (without limitation) upfront license fees, annual license or maintenance payments, milestone payments, royalty payments or other payments based upon sales made or services offered by the Sublicensee, credits against Sigma's future expenses, or reductions in royalties or other payments otherwise owed to the Sublicensee.

In the event that Sigma receives non-cash consideration from a Sublicensee for the granting or practice of a sublicense under the Sangamo Technology in a Commercial Field, the Parties shall determine in good faith the fair market value of such consideration, and such fair market value shall be included in Net Commercial Sublicensing Revenues. In the event that Sigma receives a payment attributable to the grant of rights with respect to a Commercial Product that pertains to both the Field and the Commercial Field, then the Parties shall determine in good faith the relative value of the Field and Commercial Field rights and shall allocate, based upon such relative value, (1) to Net Commercial Sublicensing Revenues, the percentage of such payment that corresponds to the percentage value of the rights with respect to the Commercial Field and (2) to Sublicensing Revenues, the percentage of such payment that corresponds to the percentage value of the rights with respect to the Field."

1.20 The following new Section 1.104 shall be added to read in its entirety as follows:

"**1.104 "Net Revenues"** means the aggregate of all Net Commercial Sales and all Net Commercial Sublicensing Revenues."

1.21 The following new Section 1.105 shall be added to read in its entirety as follows:

"**1.105 "Therapeutic Product"** means a product [***]. By way of non-limiting example, Therapeutic Products shall include [***]."

1.22 The following new Section 1.106 shall be added to read in its entirety as follows:

"**1.106 "ZFP Therapeutic Product"** means [***]."

1.23 The following new Section 2.1(c) shall be added to read in its entirety as follows:

"**(c) Additional License Grants.**

(i) Subject to the terms and conditions of this Agreement, Sangamo hereby grants to Sigma, effective as of the Third Amendment Effective Date, a royalty-bearing, world-wide, exclusive (except as set forth below) license under the Sangamo Technology (with the right to sublicense as provided below) to make, have made, use, sell, offer for sale, and import GMP Products in the GMP Field, Domestic Products in the Domestic Field, Livestock Products in the Livestock Field, and Manufacturing Products in the GMP Field (but excluding all uses of GMP Products, Domestic Products, Livestock Products, Manufacturing Products or Sangamo Technology in the Plant Field and excluding all Plant Products). For clarity, with respect to any animal that is a Domestic Product, Livestock Product, Manufacturing Product or any other Licensed Product, all descendents of such animal shall also be Licensed Products.

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(ii) The licenses set forth in Sections 2.1(a) and 2.1(c)(i) do not include the creation or use of any Modified Animal (1) [***] or (2) wherein the [***] can be made. Sangamo retains all rights to create and use Modified Animals for such purposes, and Sigma hereby covenants that it shall not use or practice, nor shall it cause or permit any of its sublicensees (including Sublicensees) to use or practice, directly or indirectly, any Sangamo Technology to create or use Modified Animals for such purposes. For the purposes of this Section 2.1(c)(ii), "Modified Animal" means a multicellular non-human animal, or tissues or organs from such an animal, the genome or genetic composition of which has been modified through the use (whether directly or indirectly) of a ZFP Product; and "Discovery" means that the [***]. Without limiting the foregoing and for the sole purpose of providing examples of the implementation of the foregoing, the licenses set forth in Section 2.1(c)(i) shall *include* use of a Manufacturing Product in the GMP Field to produce (A) a particular therapeutic protein (for example, a fully human monoclonal antibody) which has been genetically introduced into such Manufacturing Product or (B) therapeutic antibodies that lack certain glycosylation residues on account of genetic modification of a glycosylation pathway (for example, by knocking out the Fut8 gene) in such Manufacturing Product but the licenses set forth in Sections 2.1(a) and 2.1(c)(i) shall *exclude* and Sangamo retains all rights with respect to [***].

(iii) The licenses granted to Sigma pursuant to Section 2.1(c)(i) are exclusive even as to Sangamo, subject to Sections 2.1(c)(iv) and 2.1(c)(v). Such licenses shall be freely sublicensable by Sigma, provided that Sigma complies with Section 2.2. No Sigma sublicensee shall be permitted to grant further sublicenses without Sangamo's prior written approval.

(iv) Sigma acknowledges that, prior to the Third Amendment Effective Date, Sangamo has granted to Third Parties the right to use certain Commercial Products in the Commercial Field pursuant to the following agreements: License Agreement between Sangamo and Pfizer Inc. dated December 19, 2008; License Agreement between Sangamo and Open Monoclonal Technology, Inc. dated April 2, 2008; Research and License Agreement between Sangamo and Genentech, Inc. dated April 27, 2007; Second Research and License Agreement between Sangamo and Genentech, Inc. dated February 25, 2008; and Research and License Agreement by and among Sangamo, F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc. dated July 2, 2008. Sangamo's grant of an exclusive license in Section 2.1(c)(i) is expressly subject to such previously granted rights. Copies of each such agreement have been provided by Sangamo to Sigma in the publicly available, redacted form that was filed with the United States Securities and Exchange Commission.

(v) Notwithstanding anything to the contrary in this Agreement, Sangamo and its Affiliates shall retain the non-exclusive right to use Sangamo Technology with respect to Commercial Products in the Commercial Field (1) for their own internal use or for use with respect to products discovered or developed by Sangamo or its Affiliates, either alone or together with a collaborator (including the right to permit such use of Sangamo Technology with respect to such products by Third Parties that have licensed such products) or (2) to the extent necessary to fulfill obligations under this Agreement or any agreement with a Third Party, as listed in Section 2.1(c)(iv), existing on the Third Amendment Effective Date."

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1.24 Section 2.2(b)(ii) shall be amended to read in its entirety as follows:

"**(ii)** grant to Sangamo a fully paid, world-wide, irrevocable (subject to Section 10.3(f)) license under any such Improvements that is exclusive for uses outside the Field and outside the Commercial Field and is fully sublicensable."

1.25 Section 2.3(b) shall be amended to read in its entirety as follows:

"**(b) Licenses to Improvements**. Subject to the terms and conditions of this Agreement, Sigma hereby grants to Sangamo and its Affiliates (i) a worldwide, fully paid, perpetual, irrevocable (subject to Section 10.3(f)), exclusive license (with the right to sublicense) to practice the Sigma Improvements and Joint Improvements (and all patents and patent applications claiming the same) for all purposes outside the Field and outside the Commercial Field; and (ii) a worldwide, fully paid, perpetual, irrevocable (subject to Section 10.3(f)), non-exclusive license to practice the Sigma Improvements and Joint Improvements in the Field (A) for its own internal use to identify and develop human and animal therapeutics and (B) in Bona Fide Collaborations with Third Parties to identify and develop human and animal therapeutics (including the right to permit the practice of Sigma Improvements in the Field and the Commercial Field by such Third Parties in such Bona Fide Collaborations)."

1.26 Section 2.4(a) shall be amended to read in its entirety as follows:

"**(a)** the exclusive right to use, develop, manufacture, and commercialize (and to grant licenses to use, develop, manufacture, and commercialize) the Sangamo Technology and Licensed Products outside the Field and outside the Commercial Field;"

1.27 Section 2.4(b) shall be amended to read in its entirety as follows:

"**(b)** the non-exclusive right to use Sangamo Technology in the Field or in the Commercial Field for their own internal use or in Bona Fide Collaborations with Third Parties to identify and develop human and animal therapeutics (including the right to permit the use of Sangamo Technology in the Field and in the Commercial Field by such Third Parties in such Bona Fide Collaborations); and"

1.28 Section 2.5(b) shall be amended to read in its entirety as follows:

"**(b)** Sangamo hereby covenants that it shall not use or practice, nor shall it cause or permit any of its any sublicensees to use or practice, directly or indirectly, any Sigma Improvement for any purpose other than those expressly permitted by this Agreement or to use or practice, directly or indirectly, or grant a license under, any Sangamo Know-How, Sangamo Patent, Sangamo Improvement, or Joint Improvement in the Field or the Commercial Field in contravention of any licenses granted to Sigma hereunder. Notwithstanding the foregoing, such covenant shall not apply to any Sigma Improvement that qualifies for one of the exceptions set forth in Section 9.2."

1.29 The third sentence of Section 2.6(b) shall be amended to read in its entirety as follows:

"During such thirty (30) day period, and thereafter if Sangamo informs Sigma in writing that it intends to pursue a such a license, Sigma hereby covenants that it shall not itself directly license such intellectual property; provided, however, that Sigma shall be permitted, upon prior written notice to Sangamo, to pursue a direct license under such intellectual property if Sangamo has not obtained a direct license under such intellectual property that is sublicensable to Sigma in the Field and the Commercial Field within nine (9) months after the date of Sangamo's receipt of Sigma's notification."

1.30 Section 2.6(c) shall be amended to read in its entirety as follows:

"**(c)** Licenses to any intellectual property relating to ZFP Products in the Field and Commercial Field (including any patents described in Section 7.8) granted to Sangamo shall be deemed to be a Third Party License to the extent the requirements set forth in Section 2.6(d) and/or (e) (as applicable) are satisfied."

1.31 Section 2.6(d)(i) shall be amended to read in its entirety as follow:

"**(i)** such Information is reasonably necessary or useful to practice the Sangamo Patents or to make, use or sell ZFP Products in the Field and the Commercial Field, and Sangamo's license thereto includes the Field;"

1.32 Section 2.6(e)(i) shall be amended to read in its entirety as follow:

"**(i)** such patent or patent application claims the composition of matter, manufacture, or use of ZFP Products useful in the Field and the Commercial Field, and Sangamo's license thereto includes the Field;"

1.33 The first and second sentences of Section 2.8 shall be amended to read in their entirety as follows:

"In the event that (a) an entity becomes an Affiliate of Sangamo after the Third Amendment Effective Date, (b) Sangamo controls (as such term is defined in Section 1.2) such entity, and (c) such entity Controls Information, patents, or patent applications that would satisfy the definition of Sangamo Know-How or Sangamo Patents (as the case may be) if such entity had been an Affiliate of Sangamo as of the Third Amendment Effective Date, then Sangamo shall provide Sigma with written notice describing such Information, patents, or patent applications in reasonable detail. If, within thirty (30) days thereafter, Sigma provides written notice to Sangamo that Sigma would like to discuss the economic terms under which such Information, patents, or patent applications would be included in the Sangamo Technology licensed under this Agreement, the Parties shall negotiate such economic terms in good faith, taking into account the aggregate cost to Sangamo of acquiring control (as such term is defined in Section 1.2) of such entity and the value of such Information, patents, or patent applications in the Field and Commercial Field relative to the total value of the assets of such entity."

1.34 The first sentence of Section 5.1 shall be replaced by the following two sentences which read in their entirety as follows:

"Subject to the terms and conditions of this Agreement, Sigma shall have sole control over, and responsibility for, the development and commercialization of any Licensed Products in the Field, including the performance of Licensed Services in the Field for Third Parties, and Commercial Products in the Commercial Field, all of which shall be carried out at Sigma's sole expense. Sangamo shall promptly refer all further prospective customer inquiries and projects in the Commercial Field to Sigma including all such inquiries and projects under negotiation as of the Third Amendment Effective Date."

1.35 Section 5.2 shall be amended to read in its entirety as follows:

"**5.2 Diligence**. Sigma shall use Diligent Efforts to develop and commercialize Licensed Products in the Field and Commercial Products in the Commercial Field."

1.36 Section 5.3(a) shall be amended to read in its entirety as follows:

"**(a)** Sigma shall keep the JSC informed regarding the overall progress and results of the development and commercialization of any Licensed Products in the Field and Commercial Products in the Commercial Field, in each case by Sigma, its Affiliates, or its Sublicensees, including any written reports requested by the JSC. After the JSC ceases to exist pursuant to Section 3.1, Sigma shall thereafter provide directly to Sangamo summaries of the development and commercialization activities performed or anticipated to be performed by Sigma, its Affiliates, or its Sublicensees with respect to Licensed Products in the Field and Commercial Products in the Commercial Field, which summaries shall be in a format and at a frequency decided by the JSC (i.e., prior to the time it ceases to exist) or mutually agreed by the Parties."

1.37 Section 5.4 shall be amended to read in its entirety as follows:

"**5.4 "Product Licenses**. Any sales of Licensed Products by Sigma under this Agreement to a Third Party (each, a **"Customer"**) shall be made pursuant to a written limited use label license (a **"Use License"**) approved by the JSC. Sigma agrees to label Licensed Products to reflect the terms of the Use License in a manner reasonably consistent with similar labeled products sold by Sigma. Sigma shall not be obligated to independently verify or confirm that its Customers are or will be in compliance with such Use License, or otherwise independently verify or confirm that a Customer's use of Licensed Products falls within the scope of the Field or the Commercial Field, as applicable. For clarity, nothing in the foregoing sentence shall be interpreted to grant Sigma or its sublicensees any rights under the Sangamo Technology outside the Field or the Commercial Field or to limit Sigma's obligations under Section 2.5(a). If Sangamo brings to Sigma's attention a Customer's use outside the Field or the Commercial Field, as applicable, of a Licensed Product sold by Sigma, Sigma and Sangamo shall work together in good faith to address such use. The Parties acknowledge and agree that a Use License for sales of Licensed Products in the Field was approved by the JSC prior to the Third Amendment Effective Date. Promptly after the Third Amendment Effective Date, Sigma shall prepare and present to the JSC for its review, one or more draft Use Licenses for sales of Commercial Products in the Commercial Field."

1.38 Section 7.9 shall be amended to read in its entirety as follows:

"**7.9** [Intentionally deleted]"

1.39 The first sentence of Section 7.10(a) shall be amended to read in its entirety as follows:

"Sangamo (and not Sigma) shall be responsible for paying all fees, milestones, royalties and other compensation owed to Third Parties pursuant to Third Party Licenses identified in Exhibit B as of the Effective Date or the Third Amendment Effective Date (including any post-Effective Date or post-Third Amendment Effective Date amendments of such Third Party Licenses) on account of (i) the grant to Sigma of the licenses set forth in Section 2.1 or (ii) the generation, development and/or commercialization of Licensed Products by Sigma, but excluding any payments for which Sigma is responsible pursuant to Section 7.10(b)."

1.40 The first sentence of Section 7.10(b) shall be amended to read in its entirety as follows:

"Sigma shall be responsible for paying (i) any sublicense issuance and sublicense maintenance fees owed to Third Parties pursuant to Third Party Licenses on account of the grant of a sublicense by Sigma or its sublicensees and (ii) all milestones, royalties and other compensation owed to Third Parties pursuant to post-Effective Date Third Party Licenses on account of (A) the grant to Sigma of the licenses set forth in Section 2.1(a) or (B) the generation, development and/or

commercialization of Licensed Products by Sigma, its Affiliates, and Sublicensees within the Field. Sigma shall be responsible for paying (i) any sublicense issuance and sublicense maintenance fees owed to Third Parties pursuant to Third Party Licenses on account of the grant of a sublicense by Sigma or its sublicensees and (ii) all milestones, royalties and other compensation owed to Third Parties pursuant to post-Third Amendment Effective Date Third Party Licenses on account of (A) the grant to Sigma of the licenses set forth in Section 2.1(c) or (B) the generation, development and/or commercialization of Commercial Products by Sigma, its Affiliates, and Sublicensees within the Commercial Field."

1.41 The first sentence of Section 7.10(c) shall be amended to read in its entirety as follows:

"Sigma and Sangamo shall reasonably allocate responsibility for paying upfront fees or license maintenance fees (i.e., fees paid in consideration for the continued license from the applicable Third Party licensor to Sangamo) owed to Third Parties pursuant to post-Effective Date or post-Third Amendment Effective Date Third Party Licenses."

1.42 The first sentence of Section 7.14 shall be amended to read in its entirety as follows:

"Each Party shall keep complete, true and accurate books of account and records for the purpose of determining the payments to be made or received under this Agreement, including without limitation records of Net Sales necessary to verify payments made under Section 7.7 and records of Net Commercial Sales, Net Commercial Sublicensing Revenues and Net Revenues necessary to verify payments made under Sections 7.19, 7.20 and 7.21, respectively."

1.43 Section 7.16 shall be amended to read in its entirety as follows:

"**7.16 Additional Provisions**. For the avoidance of doubt, and subject to Section 10.4(c), Sigma shall not be obligated to make any payment pursuant to this Agreement following the termination of this Agreement, except for amounts payable under Sections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.19, 7.20 and 7.21 which have fully accrued prior to such termination; termination shall not give rise to prorating of any such payment that is not fully accrued at the time of termination. For clarity, any payments payable under Section 6.2(a) shall be fully accrued upon delivery of the applicable Custom Project Deliverable; any payments due under Section 6.3 shall be fully accrued upon Sangamo incurring the applicable reimbursable costs or expenses; any payments payable under Section 7.10(b) shall be deemed to have been fully accrued prior to termination to the extent that the triggering event occurred prior to termination and the corresponding payment obligation to the relevant Third Party licensor comes due prior to, or remains due despite, termination of this Agreement; any milestone payments payable under Section 7.3, 7.4 or 7.21 shall be fully accrued upon achievement of the applicable

milestone event; any payments payable under Section 7.6 shall be fully accrued upon Sigma's receipt of the applicable Sublicensing Revenue; any royalty payments payable under Section 7.7 shall be fully accrued on the date of the relevant invoice or other billing giving rise to Net Sales; and any payments payable under Section 7.19 or 7.20 shall be fully accrued upon Sigma's receipt of the applicable Net Commercial Sales or Net Commercial Sublicensing Revenue, respectively."

1.44 The following new Section 7.17 shall be added to read in its entirety as follows:

"**7.17 Commercial License Fee**. In consideration for the licenses to Sangamo Technology set forth in Section 2.1(c), Sigma shall pay Sangamo, within thirty (30) days after the Third Amendment Effective Date, a noncreditable, nonrefundable commercial license fee equal to fifteen million dollars ($15,000,000). In addition, Sigma shall pay an additional commercial license fee of five million dollars ($5,000,000) as set forth in Sections 7.19(a) and 7.20(a) (the "Additional Commercial License Fee")."

1.45 The following new Section 7.18 shall be added to read in its entirety as follows:

"**7.18 Additional Equity**. Subject to the terms of a separate common stock purchase agreement executed on the Third Amendment Effective Date (and other agreements and related documents executed pursuant thereto), Sangamo shall issue to Sigma, and Sigma shall purchase, 636,133 shares of Sangamo common stock at a price per share of $7.86."

1.46 The following new Section 7.19 shall be added to read in its entirety as follows:

"**7.19 Net Commercial Sales-Based Payments**. Subject to Section 7.22:

(a) Subject to Section 7.22(f), within forty-five (45) days after the end of each calendar quarter up to and including the Conversion Calendar Quarter, Sigma shall pay Sangamo an Additional Commercial License Fee in an amount equal to [***] percent ([***]%) of the Net Commercial Sales received by Sigma during such calendar quarter; provided, however, that the aggregate amount paid by Sigma pursuant to this Section 7.19(a) together with Section 7.20(a) shall not exceed five million dollars ($5,000,000). "Conversion Calendar Quarter" shall mean the calendar quarter for which the payment made by Sigma pursuant to this Section 7.19(a) together with Section 7.20(a) brings the aggregate amount paid by Sigma pursuant to this Section 7.19(a) together with Section 7.20(a) to five million dollars ($5,000,000).

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(b) With respect to those Net Commercial Sales received by Sigma during the Conversion Calendar Quarter for which no Net Commercial Sales-based payment was owed to Sangamo pursuant to Section 7.19(a) on account of the five million dollar ($5,000,000) limit set forth in Section 7.19(a), Sigma shall pay Sangamo a royalty in an amount equal to ten and one-half percent (10.5%) of such Net Commercial Sales within forty-five (45) days after the end of the Conversion Calendar Quarter. For example, if the Net Commercial Sales received by Sigma with respect to a particular calendar quarter equal one million dollars ($1,000,000) and Sigma had already paid Sangamo a total of four million five hundred thousand dollars ($4,500,000) pursuant to Section 7.19(a) together with Section 7.20(a) with respect to Net Commercial Sales and Net Commercial Sublicensing Revenues received by Sigma in previous calendar quarters, then such calendar quarter shall be the Conversion Calendar Quarter and Sigma shall pay Sangamo [***] (which is [***]% of $[***]) pursuant to Section 7.19(a) with respect to such calendar quarter and $[***] pursuant to this Section 7.19(b) (which is [***]% of $[***]) with respect to such calendar quarter, in which case all Net Commercial Sublicensing Revenue payments with respect to such calendar quarter shall be pursuant to Section 7.20(b).

(c) Within forty-five (45) days after the end of each calendar quarter after the Conversion Calendar Quarter, Sigma shall pay Sangamo a royalty in an amount equal to ten and one-half percent (10.5%) of the Net Commercial Sales received by Sigma during such calendar quarter.

(d) Each Net Commercial Sales-based payment made by Sigma to Sangamo pursuant to this Section 7.19 shall be accompanied by a statement that includes sufficient information for Sangamo to understand Sigma's calculation of such Net Commercial Sales-based payment, including without limitation an itemization of the amount and type (e.g., sales payments, service fees, etc.) of each payment received by Sigma during the relevant calendar quarter and, with respect to sales payments, identification of the gross sales amount and the amounts deducted pursuant to Section 1.102(i)-(vi). Each statement shall be deemed to be "Confidential Information" of Sigma. The Net Commercial Sales-based payments made by Sigma to Sangamo pursuant to this Section 7.19 shall be noncreditable and nonrefundable, except that payments under Section 7.19(a) shall be fully creditable towards the five million dollar ($5,000,000) Additional Commercial License Fee described in Section 7.17, as set forth in Section 7.19(a)."

1.47 The following new Section 7.20 shall be added to read in its entirety as follows:

"**7.20 Net Commercial Sublicensing Revenue-Based Payments**.

(a) Subject to Section 7.22(f), within forty-five (45) days after the end of each calendar quarter up to and including the Conversion Calendar Quarter, Sigma shall pay Sangamo an Additional Commercial License Fee in an amount equal to [***] percent ([***]%) of the Net Commercial Sublicensing Revenues received by Sigma during such calendar quarter; provided, however, that the aggregate amount paid by Sigma pursuant to this Section 7.20(a) together with Section 7.19(a) shall not exceed five million dollars ($5,000,000).

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(b) With respect to those Net Commercial Sublicensing Revenues received by Sigma during the Conversion Calendar Quarter for which no Net Commercial Sublicensing Revenue-based payment was owed to Sangamo pursuant to Section 7.20(a) on account of the five million dollar ($5,000,000) limit set forth in Section 7.20(a), Sigma shall pay Sangamo a royalty in an amount equal to ten and one-half percent (10.5%) of such Net Commercial Sublicensing Revenues within forty-five (45) days after the end of the Conversion Calendar Quarter. For example, if the Net Commercial Sublicensing Revenues received by Sigma with respect to a particular calendar quarter equal one million dollars ($1,000,000) and Sigma had already paid Sangamo a total of four million five hundred thousand dollars ($4,500,000) pursuant to Section 7.20(a) together with Section 7.19(a) with respect to Net Commercial Sales and Net Commercial Sublicensing Revenues received by Sigma in previous calendar quarters, then such calendar quarter shall be the Conversion Calendar Quarter and Sigma shall pay Sangamo [***] (which is [***]% of $[***]) pursuant to Section 7.20(a) with respect to such calendar quarter and $[***] pursuant to this Section 7.20(b) (which is [***]% of $[***]) with respect to such calendar quarter, in which case all Net Commercial Sales payments with respect to such calendar quarter shall be pursuant to Section 7.19(b).

(c) Within forty-five (45) days after the end of each calendar quarter after the Conversion Calendar Quarter, Sigma shall pay Sangamo a royalty in an amount equal to ten and one-half percent (10.5%) of the Net Commercial Sublicensing Revenues received by Sigma during such calendar quarter.

(d) Each Net Commercial Sublicensing Revenue-based payment made by Sigma to Sangamo pursuant to this Section 7.20 shall be accompanied by a statement that includes sufficient information for Sangamo to understand Sigma's calculation of such Net Commercial Sublicensing Revenue-based payment, including without limitation an itemization of the amount and type (e.g., license fee, milestone payment, etc.) of each payment received by Sigma during the relevant calendar quarter. Each statement shall be deemed to be "Confidential Information" of Sigma. The Net Commercial Sublicensing Revenue-based payments made by Sigma to Sangamo pursuant to this Section 7.20 shall be noncreditable and nonrefundable, except that payments under Section 7.20(a) shall be fully creditable towards the five million dollar ($5,000,000) Additional Commercial License Fee described in Section 7.17, as set forth in Section 7.20(a)."

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1.48 The following new Section 7.21 shall be added to read in its entirety as follows:

"**7.21 Milestone Payments for Commercial Products**. Sigma shall make each of the milestone payments indicated below to Sangamo within thirty (30) days after aggregate, cumulative Net Revenues of all Commercial Products in the Territory first reach the corresponding dollar values.

Aggregate, Cumulative Net Revenues of Commercial Products (Worldwide)	**Payment**
$[***] million	$2 million
$[***] million	$[***] million
$[***] million	$[***] million
$[***] million	$[***] million
$[***]	$10 million

The milestone payments made by Sigma to Sangamo pursuant to this Section 7.21 shall be noncreditable and nonrefundable. In no event will the total amount of milestone payments paid by Sigma pursuant to this Section 7.21 exceed twenty-five million dollars ($25,000,000). For the avoidance of doubt, the failure of Sigma to achieve a level of Net Revenues triggering a payment pursuant to this Section 7.21 shall not be deemed to be a breach of any obligation of Sigma under this Agreement. For clarity, the preceding sentence shall not limit or otherwise affect Sigma's obligations pursuant to Section 5.2."

1.49 The following new Section 7.22 shall be added to read in its entirety as follows:

"**7.22 Commercial Products**.

(a) Notwithstanding any other provision of this Agreement to the contrary, sales of Commercial Products and the performance by Sigma of its rights under Section 2.1(c) shall be subject to the provisions of Sections 7.10 through this Section 7.22 (as such Sections are amended hereby) and shall not be subject to the provisions of Sections 7.1 through 7.9.

(b) For clarity, amounts shall be payable pursuant to Section 7.19(c) at the rate set forth in Section 7.19(c) only with respect to Net Commercial Sales from sales of Commercial Products after the Conversion Calendar Quarter in those countries where the creation, development, manufacture, use or sale of a Commercial Product is covered by a Valid Claim or where no Third Party is selling a product or service for use in the Commercial Field that competes with such Commercial Product (which competition, for

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clarity, will be assessed on a product-by-product or service-by-service basis and, solely in the case of products, shall require that such product and such Commercial Product involve the targeting of the same gene (whether or not such targeting is accomplished by the same mechanism)). If that is not the case in a particular country for a particular Commercial Product, then the rate that applies to payments made pursuant to Section 7.19(c) with respect Net Commercial Sales of such Commercial Product in such country after the Conversion Calendar Quarter shall be five and one-quarter percent (5.25%).

(c) Sangamo's right to receive payments under Section 7.19(c) with respect to a particular country shall continue, on a Commercial Product-by-Commercial Product basis, for the longer of (i) the expiration of the last to expire Valid Claim in such country covering the creation, manufacture, use or sale of such Licensed Product and (ii) the 15th anniversary of the Third Amendment Effective Date.

(d) For the avoidance of doubt, no multiple payments will be required to be paid under Section 7.19 because a Commercial Product or its manufacture, use, or sale is covered by more than one Valid Claim or patent or patent application within the Sangamo Patents or Sangamo Know-How.

(e) If there exists in any country during the Term one or more patents of a Third Party that cover ZFP Products or their use or manufacture and that would be infringed by the making, use or sale of a Commercial Product in the Commercial Field and it is necessary for Sigma or Sangamo to obtain a royalty-bearing license from such Third Party under such patent(s) in a particular country, then Sigma shall be entitled to a credit, against the payments due to Sangamo pursuant to Sections 7.19 and 7.20 upon sales of such Commercial Product in the applicable country, in an amount equal to fifty percent (50%) of any royalty paid to such Third Party by Sigma (including royalties paid pursuant to Third Party Licenses) based upon the sales of the Commercial Product in such country, provided that in no event shall the rate of payments due to Sangamo to be reduced to below 50% of the applicable rates set out in Sections 7.19 and 7.20.

(f) If Net Revenues received by Sigma include non-cash consideration in the form of equity, debt, warrants, convertible debt/equity, a combination thereof or similar equity/debt arrangements, then Sigma may, at its option, make payments under Sections 7.19 and 7.20 by use of a ratable portion of such non-cash consideration. To the extent that Sigma makes any payment under Section 7.19 or 7.20 by use of such non-cash consideration, such non-cash payment to Sangamo shall be calculated using the percentage set forth in Section 7.19(c) or 7.20(c) (as applicable) (i.e. 10.5%), even if such non-cash payment occurs prior to or during the Conversion Calendar Quarter, and such non-cash payment shall not count towards the five million dollar ($5,000,000) threshold described in Sections 7.19(a) and 7.20(a). For example, if Sigma were to receive stock in exchange for a sublicense grant subject to Section 1.102(c), then Sigma

could use 10.5% of such stock to pay a portion of the amount payable by Sigma under Section 7.19 (subject to the following sentence), and such stock payment shall not count towards the five million dollar ($5,000,000) threshold described in Section 7.19(a). The determination of whether or not to use such non-cash consideration to make any or all of such payment shall be in Sigma's sole discretion; provided, however, if Sigma receives any of the foregoing non-cash consideration in the form of publicly traded securities, Sigma shall be obligated to make the applicable payments due under Section 7.19 and 7.20 with respect to such non-cash consideration in cash, based on the fair market value of such non-cash consideration. Any transfer of non-cash consideration hereunder shall be subject to all rights and obligations with respect to such non-cash consideration."

1.50 The second sentence of Section 8.5 shall be amended to read in its entirety as follows:

"The Parties shall determine on a case-by-case basis, in good faith and by mutual agreement, the allocation of the associated costs and expenses in connection therewith, which allocation shall take into account the relative value of the applicable Joint Improvement Patent inside and outside the Field and the Commercial Field."

1.51 The first sentence of Section 8.6(a) shall be amended to read in its entirety as follows:

"If either Party becomes aware of any Third Party activity in the Field (and outside the Plant Field) or the Commercial Field (and outside the Plant Field) that infringes a Sangamo Patent or any legal filing made by a Third Party with a court or administrative agency alleging that a Sangamo Patent is invalid or unenforceable (collectively, for the purpose of this Section 8.6, **"Infringement"**), then that Party shall give prompt written notice to the other Party regarding such infringement."

1.52 Section 8.7(b) shall be amended to read in its entirety as follows:

"**(b)** With respect to infringement involving Third Party activity outside the Field and the Commercial Field or in the Plant Field, Sangamo shall have the first right, but not the obligation, to attempt to resolve such infringement, whether by settlement or judgment. If Sangamo fails to resolve such infringement or to initiate a suit with respect thereto within one hundred twenty (120) days after delivery of the notice set forth in Section 8.7(a), then Sigma shall have the right, but not the obligation, to attempt to resolve such infringement by commercially appropriate steps, including without limitation the filing of an infringement suit using counsel of its own choice."

1.53 Section 8.7(c) shall be amended to read in its entirety as follows:

"**(c)** With respect to infringement involving Third Party activity solely in the Field or the Commercial Field (and in each case not in the Plant Field), Sigma shall have the right, but not the obligation, to attempt to resolve such infringement or allegation, whether by settlement or judgment."

1.54 The introductory phrase of Section 8.8(b) shall be amended to read in its entirety as follows:

"With respect to infringement of a Joint Improvement Patent involving Third Party activity outside the Field and the Commercial Field or in the Plant Field:"

1.55 The introductory phrase of Section 8.8(c) shall be amended to read in its entirety as follows:

"With respect to infringement of a Joint Improvement Patent involving Third Party activity in the Field or the Commercial Field (and in each case not in the Plant Field):"

1.56 Section 8.9 shall be amended to read in its entirety as follows:

"**8.9 Defense of Third Party Infringement Claims**. If a Third Party asserts that a patent or other right Controlled by it is infringed by activities in the Field or the Commercial Field, or a Party becomes aware of a patent or other right that might form the basis for such a claim, the Party first obtaining knowledge of such a claim or such potential claim shall immediately provide the other Party with notice thereof and the related facts in reasonable detail. The Parties shall discuss the merits of such claim or potential claims and shall attempt, if they determine doing so to be reasonably appropriate, in good faith to mutually agree whether to obtain a license from such Third Party. If the intellectual property pertains to ZFP Products both inside and outside the Field or the Commercial Field, then, as between the Parties, Sangamo shall be the party that enters into any license agreement with such Third Party and Sigma shall be entitled to a sublicense in the Field and the Commercial Field under such license agreement (or any license agreement entered into by Sangamo hereunder that pertains to ZFP Products in the Field or the Commercial Field) if it follows the procedures therefor set forth in Section 2.6(d) and/or 2.6(e) (as applicable). If the intellectual property pertains to ZFP Product inside but not outside the Field or the Commercial Field, then Section 2.6(b) shall apply. In the event that Sigma is the party that enters into a license agreement with such Third Party, Sigma shall be responsible for amounts payable with respect to any such license; provided, however, that royalties paid by Sigma pursuant to such license shall be creditable pursuant to Section 7.8 to the extent such royalties satisfy the terms thereof. Neither Party shall be required to conduct any work under this Agreement which it believes in good faith may infringe Third Party patent or other intellectual property rights. Except as set forth in Article 12 or otherwise agreed in writing by the Parties, each Party shall control and bear the expense of its own defense of such Third Party claim. The parties shall discuss with each other on a regular basis all actions under and pursuant to this Section 8.9 in order to endeavor in good faith to resolve any situation hereunder in a manner reasonably satisfactory to both parties."

1.57 The last three sentences of Section 9.4 shall be amended to read in their entirety as follows:

"In addition, a copy of this Agreement or any amendment thereto may be filed by either Party with the Securities and Exchange Commission. In connection with any such filing such Party shall endeavor to obtain confidential treatment of economic and trade secret information, and shall keep the other Party informed as the planned filing (including, but not limited to providing the other Party with the proposed filing reasonably in advance of making the planned filing) and consider the requests of the other Party regarding such confidential treatment. With respect to any Third Party License that requires Sangamo to provide to the applicable Third Party licensor a copy of this Agreement or any amendment thereto or a summary of the terms of this Agreement or any amendment thereto, Sangamo may provide such copy or summary to such Third Party licensor in confidence."

1.58 The first sentence of Section 9.7 shall be amended to read in its entirety as follows:

"Subject to Section 9.3, each Party agrees to provide the other Party the opportunity to review any proposed abstracts, manuscripts or presentations (including verbal presentations) which relate to the use of Licensed Products in the Field or Commercial Field at least thirty (30) days prior to its intended submission for publication (or in the case of public disclosures by Sigma for the marketing and sales of Licensed Products and Licensed Services, seven (7) days) and agrees, upon request, not to submit any such abstract or manuscript for publication until the other Party is given a reasonable period of time to secure patent protection for any material related to such publication which it believes to be patentable."

1.59 Section 10.2(c) shall be amended to read in its entirety as follows:

"**(c)** Sigma shall grant to Sangamo and its Affiliates a worldwide, fully paid, perpetual, irrevocable, non-exclusive license (with the right to sublicense) to practice the Sigma Improvements (and any patents and patent applications claiming Sigma Improvements) for all purposes in the Field and the Commercial Field; and"

1.60 Section 10.2(d) shall be amended to read in its entirety as follows:

"**(d)** Sigma shall provide Sangamo with a complete and accurate list of (i) all projects in which Sigma, a Sigma Affiliate, or a Sublicensee (to the extent of Sigma's knowledge) practiced the Sangamo Technology in the Field or the Commercial Field prior to the termination effective date and (ii) all Licensed Products in existence as of the effective date of termination."

1.61 Section 10.4(c) shall be amended to read in its entirety as follows:

"**(c)** In the event this Agreement is terminated for any reason, Sigma shall cease, and shall cause its Affiliates and sublicensees to cease, all development and commercialization of Licensed Products, and Sigma shall not use or practice, nor shall it cause or permit any of its Affiliates or such sublicensees to use or practice, directly or indirectly, any Sangamo Technology; provided, however, that Sigma shall have a six-month period following termination to (i) sell in the Field inventory of Licensed Products existing as of the date of termination and perform in the Field previously agreed-upon Licensed Services subject to the payment obligations set forth in Section 7.7 (subject to Sections 7.8 through 7.15) and (ii) sell in the Commercial Field inventory of Commercial Products existing as of the date of termination and perform in the Commercial Field previously agreed-upon services involving use of a Commercial Product in the Commercial Field, in each case subject to the payment obligations set forth in Section 7.19 (subject to Sections 7.10 through 7.15)."

1.62 Section 11.3 shall be amended in its entirety as follows:

"**11.3 Third Party Rights**. Except as already disclosed to the other party in writing, each Party represents and warrants to the other Party that, to its knowledge as of the Effective Date and to its knowledge as of the Third Amendment Effective Date, its performance of work under the Research Plan Collaboration as contemplated by this Agreement will not infringe the patent, trade secret or other intellectual property rights of any Third Party."

1.63 Section 11.4(a)(ii) shall be amended in its entirety as follows:

"(ii) that such Sangamo Know-How is proprietary to Sangamo, and the conception and development of such Sangamo Know-How by Sangamo has not, to the knowledge of Sangamo as of the Effective Date or as of the Third Amendment Effective Date, constituted or involved the misappropriation of trade secrets of any Third Party;"

1.64 Sections 11.4(b)(ii), (iii), (iv), (v), (vi) and (vii) shall be amended in their entirety as follows:

"(ii) that it is not aware, as of the Effective Date or as of the Third Amendment Effective Date, of any written assertions of invalidity of those Sangamo Patents that issued prior to the Effective Date or the Third Amendment Effective Date, respectively, other than those disclosed to Sigma in writing;

(iii) that, as of the Effective Date or as of the Third Amendment Effective Date, it has not withheld any material references during prosecution in the United States of those United States Sangamo Patents that issued prior to the Effective Date or the Third Amendment Effective Date, respectively;

(iv) that the conception, development, and reduction to practice of the inventions claimed in the Sangamo Patents has not, to the knowledge of Sangamo as of the Effective Date or as of the Third Amendment Effective Date, constituted or involved the misappropriation or infringement of trade secrets or other intellectual property of any Third Party;

(v) that, to the knowledge of Sangamo as of the Effective Date or as of the Third Amendment Effective Date, there are no claims, judgments, or settlements relating to the Sangamo Patents to be paid by Sangamo;

(vi) that, to the knowledge of Sangamo as of the Effective Date or as of the Third Amendment Effective Date, no pending claim has been brought by any person or entity alleging that the Sangamo Patents conflict or interfere with any intellectual property or proprietary right of any Third Party; and

(vii) that Sangamo is not aware, as of the Effective Date or as of the Third Amendment Effective Date, of any infringement of the Sangamo Patents by a Third Party, other than those disclosed to Sigma in writing."

1.65 The introductory phrase of Section 11.4(c) shall be amended in its entirety as follows:

"With respect to the Third Party Licenses set forth in Exhibit B as of the Effective Date and as of the Third Amendment Effective Date, Sangamo represents and warrants with respect to those items below that pertain to current facts, and covenants with respect to those items below that pertain to future actions:"

1.66 Section 11.4(c)(i) shall be amended in its entirety as follows:

"(i) that, to its knowledge as of the Effective Date and as of the Third Amendment Effective Date, it is not in material breach of its obligations thereunder as of the Effective Date and as of the Third Amendment Effective Date, respectively, and it will continue to perform all of its obligations thereunder that, if not performed, would have a material adverse effect on Sigma's rights under this Agreement,"

1.67 Section 11.4(c)(vi) shall be amended in its entirety as follows:

"(vi) that the conception, development, and reduction to practice of the technology licensed in the Field or the Commercial Field under Third Party Licenses is not known by Sangamo as of the Effective Date or the Third Amendment Effective Date to have constituted or involved the misappropriation or infringement of trade secrets or other intellectual property of any Third Party."

1.68 Section 11.4(d)(i) shall be amended in its entirety as follows:

"(i) As of the Effective Date and as of the Third Amendment Effective Date, the only license granted by Sangamo under the Sangamo Technology to make, use and/or sell products in the Plant Field is the Dow AgroSciences Agreement."

1.69 Section 11.5(a) shall be amended in its entirety as follows:

"**(a)** On written request by Sigma, Sangamo will discuss in good faith with Sigma an appropriate accommodation (which may involve a reduction in certain future payments owed to Sangamo under this Agreement) to reflect the reduced commercial value of the licenses granted to Sigma under this Agreement as a result of activity in the Field or Commercial Field by unlicensed Third Parties that has a material adverse effect on Sigma's ability to exploit its rights under this Agreement."

1.70 Exhibit A of the Agreement shall be deleted and replaced by Exhibit A to this Third Amendment.

2. MISCELLANEOUS

2.1 Full Force and Effect. This Third Amendment amends the terms of the Agreement and is deemed incorporated into the Agreement. The provisions of the Agreement, as amended by this Third Amendment, remain in full force and effect.

2.2 Entire Agreement. The Agreement as amended by this Third Amendment sets forth the entire understanding of the parties hereto relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties hereto relating to the subject matter thereof.

2.3 Counterparts. This Third Amendment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Third Amendment (in counterparts or otherwise) by electronic transmission, including by email, or facsimile shall be sufficient to bind the Parties to the terms and conditions of this Third Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment in duplicate originals by their proper officers as of the Third Amendment Effective Date.

SANGAMO BIOSCIENCES, INC.

By: /s/ H. Ward Wolff
Name: H. Ward Wolff
Title: EVP & CFO

SIGMA-ALDRICH CO.

By: /s/ David Smoller
Name: David Smoller
Title: President RBBV

Appendix A

(note- ***bold italic*** indicates items added since July 2007)

Reference number	Country	Patent number (publication)	Title	Application number	Filing Date	Status
S1	US	6453242	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	09/229,007	12-Jan-99	Issued
S1	US	6785613	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	10/113,424	27-Mar-02	Issued
S1	US	7177766	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	09/825,242	2-Apr-01	Issued
S1	US	(2007-0287189)	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	11/707,284	12-Feb-07	Pending
S1	PCT	WO0042219	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	US00/00388	6-Jan-00	National Phase
S1	AU	744171	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	27220/00	6-Jan-00	Issued
S1	CA	(2,322,700)	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	2,322,700	6-Jan-00	Pending
S1	EP	EP 1 075 540	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	905563.3	6-Jan-00	Issued
S1	BE		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	905563.3	6-Jan-00	Issued
S1	CH		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	905563.3	6-Jan-00	Issued

S1	DE	600 05 100.5-08	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	905563.3	6-Jan-00	Issued
S1	FR		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	905563.3	6-Jan-00	Issued
S1	IE		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	905563.3	6-Jan-00	Issued
S1	EP	EP 1 352 975	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	6-Jan-00	Issued
S1	BE		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	6-Jan-00	Issued
S1	CH		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	6-Jan-00	Issued
S1	DE		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	6-Jan-00	Issued
S1	FR		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	6-Jan-00	Issued
S1	IE		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	6-Jan-00	Issued
S1	GB	GB2348425	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	12-Jan-00	Issued
S1	GB	GB2360285	Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	03 015 798.6	9-May-01	Issued
S1	JP		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	2000-593776	6-Jan-00	appeal

S1	JP		Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites	2001-117552	6-Jan-00	appeal
S1	***JP***		***Selection of sites for targeting by zinc finger proteins and methods of designing zinc finger proteins to bind to preselected sites***	***2008-262287***	***8-Oct-2008***	***pending***
S2	US	7163824	Regulation of endogenous gene expression in cells using zinc finger proteins	10/222,614	15-Aug-02	Issued
S2	US	6534261	Regulation of endogenous gene expression in cells using zinc finger proteins	09/229,037	12-Jan-99	Issued
S2	US	6607882	Regulation of endogenous gene expression in cells using zinc finger proteins	09/478,681	6-Jan-00	Issued
S2	US	6824978	Regulation of endogenous gene expression in cells using zinc finger proteins	09/706,243	3-Nov-00	Issued
S2	US	6979539	Regulation of endogenous gene expression in cells using zinc finger proteins	09/897,844	2-Jul-01	Issued
S2	US	6933113	Modulation of endogenous gene expression in cells	09/942,087	28-Aug-01	Issued
S2	US	7013219	Regulation of endogenous gene expression in cells using zinc finger proteins	10/245,415	16-Sep-02	Issued
S2	US	7220719	Modulation of endogenous gene expression in cells	10/845,384	13-May-04	issued
S2	US	(20050215502)	Regulation of endogenous gene expression in cells using zinc finger proteins	10/984,304	9-Nov-04	Pending
S2	US	(20050130304)	Regulation of endogenous gene expression in cells using zinc finger proteins	10/986,583	12-Nov-04	Pending
S2	US	(20050239203)	Regulation of endogenous gene expression in cells using zinc finger proteins	11/148,794	8-Jun-05	Pending
S2	US	(20060276427)	Regulation of endogenous gene expression in cells using zinc finger proteins	11/505,044	16-Aug-06	Pending
S2	US	(20060281704)	Regulation of endogenous gene expression in cells using zinc finger proteins	11/505,775	17-Aug-06	Pending
S2	US	NP	Regulation of endogenous gene expression in cells using zinc finger proteins	11/521,291	14-Sep-06	Pending
S2	US	NP	Alteration of Tumor Growth Using Zinc Finger Proteins	11/524,165	20-Sep-06	Pending
S2	PCT	WO0041566	Regulation of endogenous gene expression in cells using zinc finger proteins	US00/00409	6-Jan-00	National Phase

S2	AU	745844	Regulation of endogenous gene expression in cells using zinc finger proteins	28470/00	6-Jan-00	Issued
S2	CA	2,323,086	Regulation of endogenous gene expression in cells using zinc finger proteins	2323086	6-Jan-00	issued
S2	EP	EP 1 061 805	Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	AT		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	BE		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	CH		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	CY	CY 1104346	Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	DE1	600 22 705.7-08	Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	DE2	200 23 745.4	Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	DK		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	ES		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	FI		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	FR		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	GR		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	IE		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	IT		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	LU		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	MC		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued

S2	NL		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	PT		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	SE		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	GB		Regulation of endogenous gene expression in cells using zinc finger proteins	906882.6	6-Jan-00	Issued
S2	JP		Regulation of endogenous gene expression in cells using zinc finger proteins	2001-5820	12-Jan-01	Pending
S7	US	6599692	Functional genomics using zinc finger proteins	09/395,448	14-Sep-99	Issued
S7	US	6777185	Functional genomics using zinc finger proteins	09/925,796	9-Aug-01	Issued
S7	US	6780590	Gene identification	09/941,450	28-Aug-01	Issued
S7	US	7235354	Functional genomics using zinc finger proteins	10/843,944	12-May-04	Issued
S7	US	(20050032108)	Methods for genome annotation	10/922,546	19-Aug-04	Pending
S7	PCT	WO0119981	FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	US00/24897	12-Sep-00	National Phase
S7	PCT	WO03020887	Gene Identification	US02/27310	27-Aug-02	National Phase
S7	AU	778964	FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	74787/00	12-Sep-00	Issued
S7	CA	2,383,926	FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	2383926	12-Sep-00	Issued
S7	EP	EP1238067	FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	BE		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued

S7	CH		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	DE	600 25 037.7-08	FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	FR		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	GB		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	HK		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	IE		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	963362.9	12-Sep-00	Issued
S7	JP		FUNCTIONAL GENOMICS USING ZINC FINGER PROTEINS	2001-523752	12-Sep-00	Pending
S9	US	6503717	Methods of using randomized libraries of zinc finger proteins for the identification of gene function	09/731,558	6-Dec-00	Issued
S9	US	7491531	Methods of using randomized libraries of zinc finger proteins for the identification of gene function	10/337,216	6-Jan-03	Issued
S9	US	(20060166263)	Randomized libraries of zinc finger proteins	11/394,279	29-Mar-06	Pending
S9	US	(20060292621)	Randomized libraries of zinc finger proteins	11/486,254	12-Jul-06	Pending-
S9	PCT	WO0140798	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	US00/33086	6-Dec-00	National Phase
S9	AU	776576	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	24278/01	6-Dec-00	Issued
S9	CA	(2,394,850)	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	2,394,850	6-Dec-00	Pending

S9	EP	EP1236045	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	BE		METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	CH		METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	DE	600 23 936.5-08	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	FR		METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	GB		METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	HK	1 049 515	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	IE		METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION	988919.6	6-Dec-00	Issued
S9	IL	150069	METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION		6-Dec-00	Issued
S9	***IL***		***METHODS OF USING RANDOMIZED LIBRARIES OF ZINC FINGER PROTEINS FOR THE IDENTIFICATION OF GENE FUNCTION***	***187848***	***6-Dec-00***	***Pending***
S10	US	6689558	Cells for drug discovery	09/779,233	8-Feb-01	Issued
S10	US	7045304	Cells for drug discovery	10/412,109	10-Apr-03	Issued
S10	US	6989269	Cells for drug discovery	10/412,105	10-Apr-03	Issued
S10	PCT	WO0159450	Cells for drug discovery	US01/04301	8-Feb-01	National Phase
S10	AU		Cells for drug discovery	2001 250774	8-Feb-01	Issued
S10	CA	(2,398,590)	Cells for drug discovery	2,398,590	8-Feb-01	Pending
S10	EP	(EP1254369)	CELLS EXPRESSING ZINC FINGER PROTEIN FOR DRUG DISCOVERY	01 924 089.4	8-Feb-01	Pending

S10	***HK***		***CELLS EXPRESSING ZINC FINGER PROTEIN FOR DRUG DISCOVERY***	***3103204.3***		***Pending***
S10	JP		Cells for drug discovery	2001-558729	8-Feb-01	Pending
S10	JP		Cells for drug discovery	2002-311841	25-Oct-02	Pending
S10	**KR**		**Cells for drug discovery**	**2002-7010228**	**8-Feb-01**	**Pending**
S11	US	7030215	POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	09/990,186	20-Nov-01	Issued
S11	US	7585849	Position dependent recognition of GNN nucleotide triplets by zinc fingers	11/202,009	11-Aug-05	Issued
S11	***US***	***(2008-0242847)***	***Position dependent recognition of GNN nucleotide triplets by zinc fingers***	***11/893,341***	***15-Aug-07***	***Pending***
S11	PCT	WO0242459	POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	US01/43438	20-Nov-01	National Phase
S11	AU	2002 239295	POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	2002 239295	20-Nov-01	Issued
S11	CA	(2,429,555)	POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	2,429,555	20-Nov-01	Pending
S11	EP	EP 1 364 020	POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued
S11	BE		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued
S11	CH		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued
S11	DE		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued
S11	FR		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued

S11	GB		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued
S11	IE		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	01 987 037.7	20-Nov-01	Issued
S11	HK		POSITION DEPENDENT RECOGNITION OF GNN NUCLEOTIDE TRIPLETS BY ZINC FINGERS	03102869.1	20-Nov-01	Issued
S12	US	(20020064802)	METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN	09/844,662	27-Apr-01	Pending-
S12	PCT	WO0183751	METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN	US01/13631	27-Apr-01	National Phase
S12	AU	2001 255748	METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN	2001 255748	27-Apr-01	Issued
S12	CA	(2,407,695)	METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN	2,407,695	27-Apr-01	Pending
S12	EP	(EP1276865)	METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN	1928946.1	27-Apr-01	Pending
S12	***HK***		***METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN***	***3105064.7***		***Pending***
S12	JP		METHODS FOR BINDING AN EXOGENOUS MOLECULE TO CELLULAR CHROMATIN	2001-580358	27-Apr-01	Pending
S14	US	7001768	Targeted modification of chromatin structure	09/844,508	27-Apr-01	Issued
S14	***US***	***(20090023153)***	***Targeted modification of chromatin structure***	***12/217,953***	***10-Jul-08***	***Pending***
S14	PCT	WO0183793	Targeted modification of chromatin structure	US01/40616	27-Apr-01	National Phase
S14	AU		Targeted modification of chromatin structure	2001 253914	27-Apr-01	Issued
S14	CA	(2,407,460)	Targeted modification of chromatin structure	2,407,460	27-Apr-01	Pending
S14	EP	EP 1 276 859	Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued
S14	BE		Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued

S14	CH		Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued
S14	DE		Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued
S14	FR		Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued
S14	GB		Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued
S14	IE		Targeted modification of chromatin structure	01 927 467.9	27-Apr-01	Issued
S16	US	6511808	Methods for designing exogenous regulatory molecules	09/844,493	27-Apr-01	Issued
S16	PCT	WO0183819	Methods for designing exogenous regulatory molecules	US01/13562	27-Apr-01	National Phase
S19	US	6919204	MODULATION OF GENE EXPRESSION USING LOCALIZATION DOMAINS	09/967,869	28-Sep-01	Issued
S20	US	6794136	Iterative optimization in the design of binding proteins	09/716,637	20-Nov-00	Issued
S21	US	(20030232781)	Modulation of gene expression using insulator binding proteins	10/446,901	27-May-03	Pending
S21	***US***	***(20090181455)***	***Modulation of gene expression using insulator binding proteins***	***12/287,409***	***9-Oct-08***	***Pending***
S21	PCT	WO0244376	Modulation of gene expression using insulator binding proteins	US01/44654	28-Nov-01	National Phase
S25	US	(2003-0108880)	Modified zinc finger binding proteins	10/055,711	22-Jan-02	Pending
S25	US	(2006-0246567)	Modified zinc finger binding proteins	11/486,158	13-Jul-06	Pending
S25	US	(2006-0246588)	Modified zinc finger binding proteins	11/485,946	13-Jul-06	Pending
S25	PCT	WO0257293	Modified zinc finger binding proteins	US02/01893	22-Jan-02	National Phase
S25	AU	2002241946	Modified zinc finger binding proteins	2002 241946	22-Jan-02	Issued
S25	CA	(2,435,394)	Modified zinc finger binding proteins	2,435,394	22-Jan-02	Pending
S25	EP	(EP1353941)	Modified zinc finger binding proteins	02 707 545.6	22-Jan-02	Pending

S26	US	7273923	Zinc finger proteins for DNA binding and gene regulation in plants	10/055,713	22-Jan-02	Issued
S26	US	7262054	ZINC FINGER PROTEINS FOR DNA BINDING AND GENE REGULATION IN PLANTS	10/470,180	22-Jan-02	Issued
S26	US	(20060294617)	ZINC FINGER PROTEINS FOR DNA BINDING AND GENE REGULATION IN PLANTS	11/511,106	28-Aug-06	Pending
S26	US	(20070065931)	ZINC FINGER PROTEINS FOR DNA BINDING AND GENE REGULATION IN PLANTS	11/583,967	19-Oct-06	Pending
S26	PCT	WO0257294	ZINC FINGER PROTEINS FOR DNA BINDING AND GENE REGULATION IN PLANTS	US02/01906	22-Jan-02	National Phase
S27	PCT	WO03027247	Modulation of Stem Cells Using Zinc Finger Proteins	US02/30413	24-Sep-02	National Phase
S27	AU	2002330097	Modulation of Stem Cells Using Zinc Finger Proteins	2002 330097	24-Sep-02	Issued
S27	CA	(2,461,290)	Modulation of Stem Cells Using Zinc Finger Proteins	2,461,290	24-Sep-02	Pending
S27	EP	(EP1435779)	Modulation of Stem Cells Using Zinc Finger Proteins	02 766 356.6	24-Sep-02	Pending
S27	US	(20060251642)	Modulation of Stem Cells Using Zinc Finger Proteins	10/490,787	24-Sep-02	Pending
S28	US	(20030180777)	Rapid identification of transcriptional regulatory domains	10/387,320	11-Mar-03	Pending
S30	US	7070934	Ligand-controlled regulation of endogenous gene expression	10/456,444	5-Jun-03	Issued
S32	US	7361635	Simultaneous modulation of multiple genes	10/651,761	29-Aug-03	Issued
S32	***US***	***(20080233641)***	***Simultaneous modulation of multiple genes***	***12/072,871***	***28-Feb-08***	***Pending***
S36	US	(20050064474)	Methods and compositions for targeted cleavage and recombination	10/912,932	6-Aug-04	Pending
S36	US	(20060188987)	Targeted deletion of cellular DNA sequences	11/304,981	15-Dec-05	Pending
S36	US	(20070218528)	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	10/587,723	3-Feb-05	Pending

S36	PCT	WO2005014791	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	US04/25407	6-Aug-04	National Phase
S36	PCT	WO2005084190	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	US05/03245	3-Feb-05	National Phase
S36	AU	2004263865	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2004 263865	6-Aug-04	Issued
S36	AU		METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2007 201649		Pending
S36	CA	(2,534,296)	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2,534,296	6-Aug-04	Pending
S36	EP	(EP1651660)	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	04 780 272.3	6-Aug-04	Pending
S36	***HK***		***METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION***	***6107666.2***	***7-July-06***	***Pending***
S36	***HK***	***(1094009A)***	***METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION***	***7100975.2***	***26-Jan-07***	***Pending***
S36	IL		METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	173460	6-Aug-04	Pending
S36	JP		METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2006-523239	6-Aug-04	Pending
S36	KR		METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2006-7002703	6-Aug-04	Pending
S36	SG	119570	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2006 00748-8	6-Aug-04	issued

S36	AU		METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2005 220148	3-Feb-05	Pending
S36	CA	(2,554,966)	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	2,554,966	3-Feb-05	Pending
S36	EP	(EP1720995)	METHODS AND COMPOSITIONS FOR TARGETED CLEAVAGE AND RECOMBINATION	05 756 438.7	3-Feb-05	Pending
S38	US	7407776	ENGINEERED ZINC FINGER PROTEINS FOR REGULATION OF GENE EXPRESSION	10/572,886	17-Sep-04	Issued
S38	PCT	WO0528630	ENGINEERED ZINC FINGER PROTEINS FOR REGULATION OF GENE EXPRESSION	US04/30606	17-Sep-04	National Phase
S38	AU	(2004272957)	ENGINEERED ZINC FINGER PROTEINS FOR REGULATION OF GENE EXPRESSION	2004 274957	17-Sep-04	Pending
S38	CA	(2,539,439)	ENGINEERED ZINC FINGER PROTEINS FOR REGULATION OF GENE EXPRESSION	2,539,439	17-Sep-04	Pending
S38	EP	(EP 1678315)	ENGINEERED ZINC FINGER PROTEINS FOR REGULATION OF GENE EXPRESSION	04 784 464.2	17-Sep-04	Pending
S43	US	(2006-0063231)	Compositions and methods for protein production	11/221,683	8-Sep-05	Pending
S43	PCT	WO2006033859	Compositions and methods for protein production	US05/32157	8-Sep-05	National Phase
S43	AU		Compositions and methods for protein production	2005 287278	8-Sep-05	Pending
S43	CA	(2,579,677)	Compositions and methods for protein production	2,579,677	8-Sep-05	Pending
S43	EP	(EP1789095)	Compositions and methods for protein production	05 794 863.0	8-Sep-05	Pending
S43	IN		Compositions and methods for protein production	1023/KOLNP/2007	8-Sep-05	Pending
S43	KR		Compositions and methods for protein production	10-2007-7008516	8-Sep-05	Pending
S43	SG		Compositions and methods for protein production	200701773-4	8-Sep-05	Pending

S43	***HK***		***Compositions and methods for protein production***	***7109703.2***	***8-Sep-05***	***Pending***
S46	US	(20070134796)	Targeted integration and expression of exogenous nucleic acid sequences	11/493,423	26-Jul-06	Pending
S46	PCT	WO2007014275	Targeted integration and expression of exogenous nucleic acid sequences	US06/029027	26-Jul-06	National Phase
S46	***AU***		***Targeted integration and expression of exogenous nucleic acid sequences***	***2006272634***	***26-Jul-06***	***Pending***
S46	***CA***	***(2,615,532)***	***Targeted integration and expression of exogenous nucleic acid sequences***	***2,615,532***	***26-Jul-06***	***Pending***
S46	***CN***		***Targeted integration and expression of exogenous nucleic acid sequences***	***200680035070.4***	***26-Jul-06***	***Pending***
S46	***EP***	***(EP1913149)***	***Targeted integration and expression of exogenous nucleic acid sequences***	***06 788 559.0***	***26-Jul-06***	***Pending***
S46	***HK***		***Targeted integration and expression of exogenous nucleic acid sequences***	***1115064A***	***26-Jul-06***	***Pending***
S46	***IL***		***Targeted integration and expression of exogenous nucleic acid sequences***	***188966***	***26-Jul-06***	***Pending***
[***]	[***]		[***]	[***]	[***]	[***]
S46	***KR***		***Targeted integration and expression of exogenous nucleic acid sequences***	***10-2008-7004618***	***26-Jul-06***	***Pending***
S46	***SG***		***Targeted integration and expression of exogenous nucleic acid sequences***	***200800610-8***	***26-Jul-06***	***Pending***
S49	***US***	***(2008-0131962)***	***Engineered Cleavage Half-domains***	***11/805,850***	***23-May-07***	***Pending***
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
S49	***PCT***	***WO2007139898***	***Engineered Cleavage Half-domains***	***US07/012411***	***23-May-07***	***National Phase***
S49	***AU***		***Engineered Cleavage Half-domains***	***2007267887***	***23-May-07***	***Pending***
S49	***CA***	***(2,651,494)***	***Engineered Cleavage Half-domains***	***2,651,494***	***23-May-07***	***Pending***
S49	***EP***	***(EP2027262)***	***Engineered Cleavage Half-domains***	***7795299.2***	***23-May-07***	***Pending***
[***]	[***]		[***]	[***]	[***]	[***]
S52	***US***	***(20080299580)***	***Targeted integration into the PPP1R12C locus***	***12/150,103***	***24-Apr-08***	***Pending***

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S52	***PCT***	***WO2008133938***	***Targeted integration into the PPP1R12C locus***	***PCT/US2008/ 005282***	***24-Apr-08***	***Pending***
S53	***US***	***(20080311095)***	***Methods and Compositions for Increased Transgene Expression***	***12/154,439***	***22-May-08***	***Pending***
S53	***PCT***	***WO2008153742***	***Methods and Compositions for Increased Transgene Expression***	***PCT/US2008/ 006571***	***22-May-08***	***Pending***
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S55	***US***	***(20090042250)***	***Methods and Compositions for Inactivating FUT8 expression***	***12/218,035***	***10-Jul-08***	***Pending***
S55	***PCT***	***WO2009009086***	***Methods and Compositions for Inactivating FUT8 expression***	***PCT/US2008/ 008455***	***10-Jul-08***	***Pending***
S57	***US***	***(20090111119)***	***Rapid in vivo Identification of Biologically Active Nucleases***	***12/284,887***	***25-Sep-08***	***Pending***
S57	***PCT***	***WO2009042163***	***Rapid in vivo Identification of Biologically Active Nucleases***	***PCT/US2008/ 011087***	***25-Sep-08***	***Pending***
S58	***US***	***20090203140***	***Genomic editing in Zebrafish using zinc finger nucleases***	***12/284,897***	***25-Sep-08***	***Pending***
S58	***PCT***	***WO2009042186***	***Genomic editing in Zebrafish using zinc finger nucleases***	***PCT/US2008/ 011136***	***25-Sep-08***	***Pending***
S59	***US***	***(20090117617)***	***Methods and Compositions for Targeted Integration***	***12/288,847***	***23-Oct- 08***	***Pending***
S59	***PCT***	***WO2009054985***	***Methods and Compositions for Targeted Integration***	***PCT/US2008/ 012040***	***23-Oct-08***	***Pending***
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G1	US	6013453	BINDING PROTEINS FOR RECOGNITION OF DNA	09/139,762	25-Aug-98	Issued
G1	US	RE 39,229	BINDING PROTEINS FOR RECOGNITION OF DNA	10/033,129	27-Dec-01	Issued
G1	US	NP	Design of binding proteins for recognition of DNA	10/309,578	3-Dec-02	Pending
G1	US	NP	Relating to binding proteins for recognition of DNA	10/397,930	25-Mar-03	Pending
G1	US	NP	Relating to binding proteins for recognition of DNA	10/400,017	25-Mar-03	Pending
G1	US	NP	Relating to binding proteins for recognition of DNA	11/500,162	7-Aug-06	Pending
G1	PCT	WO9606166	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	GB95/01949	17-Aug-95	National Phase
G1	AU	698152	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	32291/95	17-Aug-95	Issued
G1	AU	726759	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	10037/99	6-Jan-99	Issued
G1	CA	2,196,419	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	2,196,419	17-Aug-95	Issued
G1	DE	695 35 829.4-08	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	01 987 037.7	17-Aug-95	Issued

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G1	EP	EP0781331	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	95928576.8	17-Aug-95	Issued
G1	***EP***	***(EP2022856)***	***IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA***	***8015286.1***	***17-Aug-95***	***Pending***
G1	FR		IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA		17-Aug-95	issued
G1	GB		IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA		17-Aug-95	issued
G1	JP	4118327	IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA	507857/1996	17-Aug-95	Issued
G1	***JP***		***IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA***	***332964/2007***	***25-Dec-07***	***Pending***
G1	LU		IMPROVEMENTS IN OR RELATING TO BINDING PROTEINS FOR RECOGNITION OF DNA		17-Aug-95	Issued
G2	US	(2007-0009962)	NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	11/514,850	31-Aug-06	Pending
G2	US	(2007-0009948)	NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	11/514,671	1-Sep-06	Pending
G2	PCT	WO9853057	NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	GB98/0001510	26-May-98	National Phase
G2	AU	737756	NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	75422/98	26-May-98	Issued
G2	CA	2,290,720	NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	2,290,720	26-May-98	Issued
G2	EP	(EP0983349)	NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	98922963.8	26-May-98	Pending
G2	JP		NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY	10-550153	26-May-98	Pending

G2	***JP***		***NUCLEIC ACID BINDING POLYPEPTIDE LIBRARY***	***2008-278701***	***29-Oct-08***	***Pending***
G3	US	6746838	NUCLEIC ACID BINDING PROTEINS	09/424,487	26-May-98	Issued
G3	US	7241573	NUCLEIC ACID BINDING PROTEINS	10/832,735	26-Apr-04	Issued
G3	US	(20070077227)	NUCLEIC ACID BINDING PROTEINS	11/486,962	14-Jul-06	pending
G3	PCT	WO9853058	NUCLEIC ACID BINDING PROTEINS	GB98/01512	26-May-98	National Phase
G3	***BE***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***issued***
G3	CA	(2,290,717)	NUCLEIC ACID BINDING PROTEINS	2,290,717	26-May-98	Pending
G3	***CH***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G3	EP	EP0983350	NUCLEIC ACID BINDING PROTEINS	98922964.6	26-May-98	Issued
G3	***EP***	***EP1982998***	***NUCLEIC ACID BINDING PROTEINS***	***8008211.8***	***29-Apr-08***	***Pending***
G3	***FR***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G3	***GB***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G3	***HK***	***(1120814A)***	***NUCLEIC ACID BINDING PROTEINS***	***9100149.1***		***Pending***
G3	***IE***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G3	***IT***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G3	***NE***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G3	***SE***		***NUCLEIC ACID BINDING PROTEINS***	***98922964.6***	***26-May-98***	***Issued***
G4	US	6866997	NUCLEIC ACID BINDING PROTEINS	09/424,488	26-May-98	Issued
G4	US	7241574	NUCLEIC ACID BINDING PROTEINS	10/853,437	24-May-04	Issued
G4	US	(2007-0161014)	NUCLEIC ACID BINDING PROTEINS	11/515,369	Aug. 31, 2006	Pending
G4	PCT	WO9853060	NUCLEIC ACID BINDING PROTEINS	GB98/01516	26-May-98	National Phase
G4	***AU***	***732017***	***NUCLEIC ACID BINDING PROTEINS***	***75426/98***	***26-May-98***	***Issued***
G4	***BE***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	CA	(2,290,886)	NUCLEIC ACID BINDING PROTEINS	2,290,886	26-May-98	Pending
G4	***CH***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	***DE***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***

G4	EP	EP0983351	NUCLEIC ACID BINDING PROTEINS	98922967.9	26-May-98	Issued
G4	***EP***	***EP1975233***	***NUCLEIC ACID BINDING PROTEINS***	***8008212.6***	***29-Apr-08***	***Pending***
G4	***FR***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	***GB***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	***HK***	***(120832A)***	***NUCLEIC ACID BINDING PROTEINS***	***9199150.7***	***26-May-98***	***Pending***
G4	***IE***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	***IT***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	JP		NUCLEIC ACID BINDING PROTEINS	10-550158	26-May-98	Pending
G4	***NE***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G4	***SE***		***NUCLEIC ACID BINDING PROTEINS***	***98922967.9***	***26-May-98***	***Issued***
G5	US	6977154	NUCLEIC ACID BINDING PROTEINS	09/646,353	17-Mar-99	Issued
G5	PCT	WO9947656	NUCLEIC ACID BINDING PROTEINS	GB99/00816	17-Mar-99	National Phase
G5	AU	751487	NUCLEIC ACID BINDING PROTEINS	29449/99	17-Mar-99	Issued
G5	CA	(2,323,064)	NUCLEIC ACID BINDING PROTEINS	2,323,064	17-Mar-99	Pending
G5	EP	EP1064369	NUCLEIC ACID BINDING PROTEINS	99910512.5	17-Mar-99	Issued
G5	GB		NUCLEIC ACID BINDING PROTEINS	99910512.5	17-Mar-99	Issued
G5	IE		NUCLEIC ACID BINDING PROTEINS	99910512.5	17-Mar-99	Issued
G5	LU		NUCLEIC ACID BINDING PROTEINS	99910512.5	17-Mar-99	Issued
G5	MC		NUCLEIC ACID BINDING PROTEINS	99910512.5	17-Mar-99	Issued
G5	NZ	506987	NUCLEIC ACID BINDING PROTEINS	506987	17-Mar-99	Issued
G6	US	6733970	SCREENING SYSTEM FOR ZINC FINGER POLYPEPTIDES FOR A DESIRED BINDING ABILITY	09/851,271	9-Nov-99	Issued
G6	PCT	WO0027878	SCREENING SYSTEM FOR ZINC FINGER POLYPEPTIDES FOR A DESIRED BINDING ABILITY	GB99/03730	9-Nov-99	National Phase
G6	AU	766572	SCREENING SYSTEM FOR ZINC FINGER POLYPEPTIDES FOR A DESIRED BINDING ABILITY	10613/00	9-Nov-99	Issued

G6	NZ	511564	SCREENING SYSTEM FOR ZINC FINGER POLYPEPTIDES FOR A DESIRED BINDING ABILITY	511564	9-Nov-99	Issued
G7	US	6706470	GENE SWITCHES	09/995,973	28-Nov-01	Issued
G7	PCT	WO0073434	GENE SWITCHES	GB00/02071	30-May-00	National Phase
G8	US	(20030092010)	Molecular Switches	09/996,484	28-Nov-01	Pending
G8	PCT	WO0100815	Molecular Switches	GB00/02080	30-May-00	National Phase
G8	AU1	778150	Molecular Switches	50906/00	30-May-00	Issued
G8	AU2	2005200548	Molecular Switches	2005 200548	9-Feb-05	Issued
G8	CA	(2,369,855)	Molecular Switches	2,369,855	30-May-00	Pending
G11	US	(2003-0119023)	Nucleic acid binding polypeptides characterized by Flexible Linkers	10/198,677	19-Jan-01	Pending
G11	PCT	WO0153480	Nucleic acid binding polypeptides characterized by Flexible Linkers	GB01/00202	19-Jan-01	National Phase
G11	AU	2001 226935	Nucleic acid binding polypeptides	2001 226935	19-Jan-01	Issued
G11	CA	(2,398,155)	Nucleic acid binding polypeptides	2,398,155	19-Jan-01	Pending
G11	EP	EP1250424	Nucleic acid binding polypeptides	01 901 276.4	19-Jan-01	Issued
G11	BE		Nucleic acid binding polypeptides characterized by Flexible Linkers	01 901 276.4	19-Jan-01	Issued
G11	CH		Nucleic acid binding polypeptides characterized by Flexible Linkers	01 901 276.4	19-Jan-01	Issued
G11	DE		Nucleic acid binding polypeptides characterized by Flexible Linkers	01 901 276.4	19-Jan-01	Issued
G11	FR		Nucleic acid binding polypeptides characterized by Flexible Linkers	01 901 276.4	19-Jan-01	Issued
G11	GB		Nucleic acid binding polypeptides characterized by Flexible Linkers	01 901 276.4	19-Jan-01	Issued
G11	IE		Nucleic acid binding polypeptides characterized by Flexible Linkers	01 901 276.4	19-Jan-01	Issued
G11	HK	HK1050713	Nucleic acid binding polypeptides characterized by Flexible Linkers	3102869.1	19-Jan-01	Issued
G19	PCT	WO02057308	Nucleic acid binding polypeptides	GB02/00246	22-Jan-02	National Phase

G19	US	(20040110923)	Nucleic acid binding polypeptides	10/470,065	22-Jan-02	Pending
G22	PCT	WO02079418	Gene Regulation II	US2002/09703	28-Mar-02	National Phase
G22	US	(20050235369)	Gene Regulation II	10/473,238	28-Mar-02	Pending
G23	PCT	WO02099084	Composite Binding Polypeptides	US2002/22272	4-Apr-02	National Phase
G23	US	(2004-0197892)	Composite Binding Polypeptides	10/474,282	4-Apr-02	Pending
L3	US	(2003-0232410)	Methods and compositions for using zinc finger endonucleases to enhance homologous recombination	10/395,816	20-Mar-03	Pending
L3	***US***	***(2008-0209587)***	***METHODS AND COMPOSITIONS FOR USING ZINC FINGER ENDONUCLEASES TO ENHANCE HOMOLOGOUS RECOMBINATION***	***11/975,017***	***17-Oct-07***	***Pending***
[***]	[***]	[***]	[***]		[***]	[***]
L3	PCT	WO0380809	METHODS AND COMPOSITIONS FOR USING ZINC FINGER ENDONUCLEASES TO ENHANCE HOMOLOGOUS RECOMBINATION	US2003/09081	20 Mar-03	National Phase
L3	AU	2003218382	METHODS AND COMPOSITIONS FOR USING ZINC FINGER ENDONUCLEASES TO ENHANCE HOMOLOGOUS RECOMBINATION	2003 218382	20-Mar-03	issued
L3	AU	2007201617	METHODS AND COMPOSITIONS FOR USING ZINC FINGER ENDONUCLEASES TO ENHANCE HOMOLOGOUS RECOMBINATION	2007 201617	20-Mar-03	Issued
L3	CA	(2,479,858)	METHODS AND COMPOSITIONS FOR USING ZINC FINGER ENDONUCLEASES TO ENHANCE HOMOLOGOUS RECOMBINATION	2,479,858	20-Mar-03	Pending

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

L3	EP	(EP1504092)	METHODS AND COMPOSITIONS FOR USING ZINC FINGER ENDONUCLEASES TO ENHANCE HOMOLOGOUS RECOMBINATION	03 714 379.9	20-Mar-03	Pending
D1	***PCT***	***WO2008021207***	***Zinc Finger Nuclease-mediated homologous recombination***	***US07/17748***	***9-Aug-07***	***Pending***
D1	***AR***		***Zinc Finger Nuclease-mediated homologous recombination***	***70103561***	***11-Aug-07***	***Pending***
D1	***AU***		***Zinc Finger Nuclease-mediated homologous recombination***	***US07/17748***	***11-Aug-07***	***Pending***
D1	***BR***		***Zinc Finger Nuclease-mediated homologous recombination***	***US07/17748***	***11-Aug-07***	***Pending***
D1	***CA***		***Zinc Finger Nuclease-mediated homologous recombination***	***US07/17748***	***11-Aug-07***	***Pending***
D1	***CN***		***Zinc Finger Nuclease-mediated homologous recombination***	***US07/17748***		***Pending***
D1	***EP***	***(EP2049663)***	***Zinc Finger Nuclease-mediated homologous recombination***	***7811226.5***	***9-Aug-07***	***pending***
[***]	[***]		[***]	[***]	[***]	[***]
D1	***IL***		***Zinc Finger Nuclease-mediated homologous recombination***			***Pending***
D1	***IN***		***Zinc Finger Nuclease-mediated homologous recombination***	***US07/17748***	***11-Aug-07***	***Pending***
D1	***JP***		***Zinc Finger Nuclease-mediated homologous recombination***			***Pending***
D1	***TW***		***Zinc Finger Nuclease-mediated homologous recombination***	***96129695***	***11-Aug-07***	***Pending***
D1	***TH***		***Zinc Finger Nuclease-mediated homologous recombination***	***701004008***	***11-Aug-07***	***Pending***
[***]	[***]		[***]			[***]
D1	***UA***		***Zinc Finger Nuclease-mediated homologous recombination***			***Pending***
D1	***ZA***		***Zinc Finger Nuclease-mediated homologous recombination***			***Pending***

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

D2	*US*	*(2008-0182332)*	*Optimized non-canonical Zinc Finger Proteins*	*12/001,939*	*13-Dec-07*	*Pending*
D2	*PCT*	*WO2008076290*	*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*13-Dec-07*	*Pending*
D2	*AR*		*Optimized non-canonical Zinc Finger Proteins*	*70105643*	*14-Dec-07*	*Pending*
D2	*AU*		*Optimized non-canonical Zinc Finger Proteins*	*2007334468*	*14-Dec-07*	*Pending*
D2	*BR*		*Optimized non-canonical Zinc Finger Proteins*			*Pending*
D2	*CA*		*Optimized non-canonical Zinc Finger Proteins*			*Pending*
D2	*CO*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*
D2	*CN*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*
D2	*CR*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*
D2	*EP*	*(EP2092068)*	*Optimized non-canonical Zinc Finger Proteins*	*07 853 356.9*	*13-Dec-07*	*Pending*
D2	*EG*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*
D2	*ID*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*
D2	*IN*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*
D2	*JP*		*Optimized non-canonical Zinc Finger Proteins*			*Pending*
D2	*KR*		*Optimized non-canonical Zinc Finger Proteins*	*PCT/US2007/ 025455*	*14-Dec-07*	*Pending*

D2	***MX***		***Optimized non-canonical Zinc Finger Proteins***	***PCT/US2007/ 025455***	***14-Dec-07***	***Pending***
D2	***NZ***		***Optimized non-canonical Zinc Finger Proteins***			***Pending***
D2	***PH***		***Optimized non-canonical Zinc Finger Proteins***	***PCT/US2007/ 025455***	***14-Dec-07***	***Pending***
D2	***TH***		***Optimized non-canonical Zinc Finger Proteins***	***701006408***	***14-Dec-07***	***Pending***
D2	***TW***		***Optimized non-canonical Zinc Finger Proteins***	***96147782***	***14-Dec-07***	***Pending***
D2	***UA***		***Optimized non-canonical Zinc Finger Proteins***			***Pending***
D2	***VN***		***Optimized non-canonical Zinc Finger Proteins***	***PCT/US2007/ 025455***	***14-Dec-07***	***Pending***
D2	***ZA***		***Optimized non-canonical Zinc Finger Proteins***	***PCT/US2007/ 025455***	***14-Dec-07***	***Pending***

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M1	US	5789538	Zinc finger proteins with high affinity new DNA binding specificities	08/850,250	18-Apr-97	Issued
M2	US	6410248	GENERAL STRATEGY FOR SELECTING HIGH-AFFINITY ZINC FINGER PROTEINS FOR DIVERSE DNA TARGET SITES	09/240,179	29-Jan-99	Issued
M3	US	6479626	POLY ZINC FINGER PROTEINS WITH IMPROVED LINKERS	09/260,629	1-Mar-99	Issued
M3	US	6903185	POLY ZINC FINGER PROTEINS WITH IMPROVED LINKERS	10/146,221	13-May-02	Issued
M3	US	7153949	NUCLEIC ACID ENCODING POLY-ZINC FINGER PROTEINS WITH IMPROVED LINKERS	11/110,594	20-Apr-05	Issued
M3	US	7595376	Poly zinc finger proteins with improved linkers	11/639,363	14-Dec-06	issued

M3	PCT	WO9945132	Poly zinc finger proteins with improved linkers	US99/04441	1-Mar-99	National Phase
M3	AU	746454	Poly zinc finger proteins with improved linkers	28849/99	1-Mar-99	Issued
M3	CA	(2,321,938)	Poly zinc finger proteins with improved linkers	2,321,938	1-Mar-99	Pending
M3	EP	(EP1060261)	POLY ZINC FINGER PROTEINS WITH IMPROVED LINKERS	99909701.7	1-Mar-99	Pending
M3	JP	4309051	POLY ZINC FINGER PROTEINS WITH IMPROVED LINKERS	2000-534663	1-Mar-99	issued
M3	***JP***		***POLY ZINC FINGER PROTEINS WITH IMPROVED LINKERS***	***2009-25146***	***5-Feb-09***	***Pending***
M4	US	NP	Dimerizing Peptides	09/636,243	20-Aug-00	Pending

T1	US	6140466	Zinc finger protein derivatives and methods therefor	08/863,813	27-May-07	Issued
T1	US	6790941	Zinc finger protein derivatives and methods therefor	09/500,700	Feb. 9, 2000	Issued
T1	US	6242568	Zinc finger protein derivatives and methods therefor	08/676,318	30-Dec-96	Issued
T1	PCT	WO9519431	Zinc finger protein derivatives and methods therefor	US95/00829	18-Jan-95	National Phase
T1	PCT	WO9854311	Zinc finger protein derivatives and methods therefor	US98/10801	27-May-98	National Phase
T1	AU	704601	Zinc finger protein derivatives and methods therefor	16865/95	18-Jan-95	Issued
T1	CA	(2,181,548)	Zinc finger protein derivatives and methods therefor	2181548	18-Jan-95	Pending
T1	EP	EP0770129	Zinc finger protein derivatives and methods therefor	95 908 614.1	18-Jan-95	Issued
T1	FR		Zinc finger protein derivatives and methods therefor	95 908 614.1	18-Jan-95	Issued
T1	GB		Zinc finger protein derivatives and methods therefor	95 908 614.1	18-Jan-95	Issued
T1	FI		Zinc finger protein derivatives and methods therefor	95 908 614.1	18-Jan-95	Pending
T1	JP	4012243	Zinc finger protein derivatives and methods therefor	07-519231	18-Jan-95	Issued
T1	NO		Zinc finger protein derivatives and methods therefor	1996 2991	18-Jan-95	Pending
T1	AU	2002300619	Zinc finger protein derivatives and methods therefor	2002 300619	27-May-98	issued
T1	***AU***	***(2007201586)***	***Zinc finger protein derivatives and methods therefor***	***2007 201586***	***27-May-98***	***Pending***
T1	CA	(2,291,861)	Zinc finger protein derivatives and methods therefor	2,291,861	27-May-98	Pending
T1	EP	(EP0988377)	Zinc finger protein derivatives and methods therefor	98 926 088.0	27-May-98	Pending
T1	JP		Zinc finger protein derivatives and methods therefor	11-500870		Pending

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J1	US	5356802	Functional domains in flavobacterium okeanokoites (FokI) restriction endonuclease	07/862,831	3-Apr-92	Issued
J1	US	5436150	Functional domains in flavobacterium okeanokoities (FokI) restriction endonuclease	08/126,564	27-Sep-93	Issued
J1	US	5487994	Insertion and deletion mutants of FokI restriction endonuclease	08/346,293	23-Nov-94	Issued
J1	PCT	WO9418313	FUNCTIONAL DOMAINS IN FLAVOBACTERIUM OKEANOKOITES (FOKI) RESTRICTION ENDONUCLEASE	US94/01201	10-Feb-94	National Phase
J1	PCT	WO9509233	FUNCTIONAL DOMAINS IN FLAVOBACTERIUM OKEANOKOITES (FOKI) RESTRICTION ENDONUCLEASE	US94/01943	23-Aug-94	National Phase
J1	CA	(2,154,581)	FUNCTIONAL DOMAINS IN FLAVOBACTERIUM OKEANOKOITES (FOKI) RESTRICTION ENDONUCLEASE	2,154,581	10-Feb-94	Issued
J1	EP	(EP1340812)	FUNCTIONAL DOMAINS IN FLAVOBACTERIUM OKEANOKOITES (FOKI) RESTRICTION ENDONUCLEASE	03 010009.3	2-Oct-94	Pending
J1	JP		FUNCTIONAL DOMAINS IN FLAVOBACTERIUM OKEANOKOITES (FOKI) RESTRICTION ENDONUCLEASE	7-510290	23-Aug-94	Pending
J1	JP	4081119	FUNCTIONAL DOMAINS IN FLAVOBACTERIUM OKEANOKOITES (FOKI) RESTRICTION ENDONUCLEASE	2006-143294		Issued
[***]	[***]		[***]	[***]		[***]
[***]	[***]		[***]	[***]	[***]	[***]
J2	US	5792640 (Re-exam case 90/010,240)	General method to clone hybrid restriction endonucleases using lig gene	08/575,361	20-Dec-95	Issued
J3	US	5916794	Methods for inactivating target DNA and for detecting conformational change in a nucleic acid	08/647,449	7-May-96	Issued
J3	US	6265196 (Re-exam case 90/008,526)	Methods for inactivating target DNA and for detecting conformational change in a nucleic acid	09/281,792	31-Mar-99	Issued

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

C1	US	(20050026157)	Use of Chimeric Nucleases to stimulate gene targeting	10/656,531	5-Sep-03	Pending
C1	PCT	WO2004037977	Use of Chimeric Nucleases to stimulate gene targeting	US03/27958	5-Sep-03	National Phase
C1	AU		Use of Chimeric Nucleases to stimulate gene targeting	2003 298574	5-Sep-03	Pending
C1	CA	(2,497,913)	Use of Chimeric Nucleases to stimulate gene targeting	2,497,913	5-Sep-03	Pending
C1	EP	(EP 1581610)	Use of Chimeric Nucleases to stimulate gene targeting	03 796 324.6	5-Sep-03	Pending
[***]	[***]		[***]			[***]
C1	JP		Use of Chimeric Nucleases to stimulate gene targeting	2005-501601	5-Sep-03	Pending

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

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U1	US	(20050208489)	Targeted chromosome mutagenesis using zinc finger nucleases	10/502,565	22-Jan-03	Pending
U1	PCT	WO0387341	Targeted chromosome mutagenesis using zinc finger nucleases	US03/02012	22-Jan-03	National Phase
U1	AU		Targeted chromosome mutagenesis using zinc finger nucleases	2003 251286	22-Jan-03	Pending
U1	CA	(2,474,486)	Targeted chromosome mutagenesis using zinc finger nucleases	2,474,486	22-Jan-03	Pending
U1	EP	EP1476547	Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	BE		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	BR		Targeted chromosome mutagenesis using zinc finger nucleases	P10307383	22-Jan-03	Issued
U1	CH		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	CN		Targeted chromosome mutagenesis using zinc finger nucleases	3802664.3	22-Jan-03	Pending
U1	DE		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	FR		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	GB		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	IE		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued
U1	NL		Targeted chromosome mutagenesis using zinc finger nucleases	03 746 527.5	22-Jan-03	Issued

Exhibit 31.1

CERTIFICATION

I, Edward O. Lanphier II, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sangamo BioSciences, Inc. ("registrant")
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a - 15(f) and 15d - 15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or the persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2009

/s/ Edward O. Lanphier II

Edward O. Lanphier II
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, H. Ward Wolff, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sangamo BioSciences, Inc. ("registrant")
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a - 15(f) and 15d - 15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or the persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2009

/s/ H. Ward Wolff

H. Ward Wolff
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

Certification Pursuant to 18 U.S.C. §1350, as Adopted
Pursuant to §906 of the Sarbanes-Oxley Act of 2002

Each of the undersigned hereby certifies pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002 in his capacity as an officer of Sangamo BioSciences, Inc. (the "Company"), that:

(1) the Quarterly Report of the Company on Form 10-Q for the quarterly period ended September 30, 2009, as filed with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Edward O. Lanphier II

Edward O. Lanphier II
President and Chief Executive Officer
(Principal Executive Officer)

Date: November 6, 2009

/s/ H. Ward Wolff

H. Ward Wolff
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: November 6, 2009