

MPA 5-12-98

05-18-1998

Form PTO-1595 (Rev. 6-93) RECO

EET U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office

To the Honorable Commissioner of Pa

100726457

attached original document or copy thereof

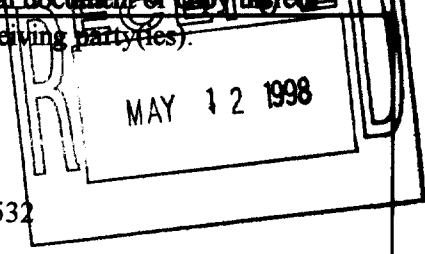
1. Name of conveying party(ies):

Protein Genetics, Inc.  
P.O. Box 659  
6908 River Road  
Deforest, Wisconsin 53532

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Infigen, Inc.  
P.O. Box 659  
6908 River Road  
Deforest, Wisconsin 53532



3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 9, 1998

4. Application number(s) or patent number(s):

A. Patent Application No(s). 08/610,744

B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:

Wendy B. Mahling  
FAEGRE & BENSON LLP  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
612/336-3348

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21h) \$ 40.00

Enclosed -- *combined check for multiple document cover sheets*

Authorized to charge any underpayment or credit any overpayment to deposit account

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Wendy B. Mahling  
Name of person signing

Wendy B. Mahling  
Signature

2/25/98  
Date

Atty Docket No.: 50864-206904

05/18/1998 SMITH 00000012 0861074 total number of pages including cover sheet, attachments, and document: 4

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40.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

MI:0349263.01 - 11

PATENT  
REEL: 9177 FRAME: 0984

## PATENT ASSIGNMENT

This Assignment is effective as of November 21, 1997 by and between Protein Genetics, Inc., a Delaware corporation having offices at P.O. Box 659, 6908 River Road, Deforest, Wisconsin, United States of America 53532 (hereinafter "Assignor"), and its wholly owned subsidiary Infigen, Inc., a Delaware corporation having the same address (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the United States and foreign patents and patent applications listed on Schedule A (collectively the "Patents and Patent Applications");

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the inventions covered by the Patents and Patent Applications in the United States and throughout the world, and in and to any Letters Patent which may be granted and issued therefor;

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

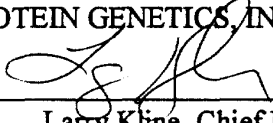
1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest throughout the world in and to said Patents and Patent Applications, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights and privileges pertaining to the Assigned Patents and Patent Applications, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Patent Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization of Patent and Trademark Office Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Further Assurances. Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request (at Assignees' cost) to effect or confirm the conveyance to Assignee of the Patents and Patent Applications and any improvements thereunder.

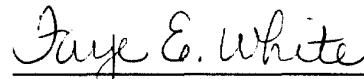
PROTEIN GENETICS, INC.

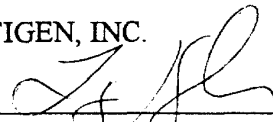
By:   
Larry Kline, Chief Financial Officer

Date: January 9, 1998

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 1998, by Larry Kline, the Chief Financial Officer of Protein Genetics, Inc., a Delaware corporation, on behalf of the corporation.

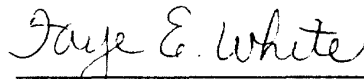
  
Faye E. White, Notary Public  
My commission expires October 22, 2000

INFIGEN, INC.  
By:   
Larry Kline, Asst. Secretary/VP

Date: January 9, 1998

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 1998, by Larry Kline, the Asst. Secretary/VP of Infigen, Inc., a Delaware corporation, on behalf of the corporation.

  
Faye E. White, Notary Public  
My commission expires October 22, 2000

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u> <u>FILING DATE</u>	<u>PATENT NO.</u> <u>ISSUE DATE</u>
PARTHENOGENIC OOCYTE ACTIVITY	USA	08/610,744 03/04/96	

RECORDED: 05/12/1998

PATENT  
REEL: 9177 FRAME: 0987