



**ASSIGNMENT**

For good and valuable consideration paid to me, receipt of which is hereby acknowledged, I:

**John Brandis** residing at 106 Sheffield, Hercules, California 94547, citizen of US;

do hereby sell, assign, and set over unto

**The Perkin-Elmer Corporation**

a New York corporation having a place of business at Foster City, California (hereinafter "Assignee"), its successors, legal representatives and assigns, each of our entire right, title, and interest in and to any and all of our inventions and discoveries entitled:

**DNA POLYMERASES HAVING IMPROVED LABELED  
NUCLEOTIDE INCORPORATION PROPERTIES**

as described and/or claimed in our United States patent application, having an oath or declaration fully executed by me and, subsequently assigned Serial Number 09/041,878 and filing date of March 12, 1998 which is a continuation of Serial Number 60/039,610 and filing date of March 12, 1997 by the United States Patent and Trademark Office; in and to the right to file patent applications in the name of Assignee, its designee, in all of our names, or in any other name or names, on the aforesaid inventions and discoveries in any or all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified United States patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models, and under any other international arrangement to which the United States now is or hereafter becomes a signatory; in and to any and all applications for Letters Patent, and any and all Letters Patent that issue on any of the aforesaid applications, and in and to any and all divisions, continuations, and continuations-in-part of any and all of said applications, and any and all reissues, renewals and extensions of any of said Letters Patent, such that the same right, title and interest to be held and enjoyed by Assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, shall be as full and complete as that that would have been held and enjoyed by me if this assignment and sale had not been made.

I further hereby covenant and agree, for the same consideration, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with said invention, or said application for Letters Patent, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

I hereby authorize Assignee to insert in this instrument the serial number and filing date of said application when officially notified thereof.

