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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brian MILLER; and Maria DIAS-TORRES

2. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 09 December 1998

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

Genencor International, Inc.  
4 Cambridge Place  
1870 South Winton Road  
Rochester, New York 14618

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/194,146

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Debra J. GLAISTER  
Address: GENENCOR INTERNATIONAL, INC.  
925 Page Mill Road  
Palo Alto, California 94304-1013

6. Total number of applications and patents involved: **1**

7. Total fee (34 CFR 3.41)

\$ 40 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number: **07-1048**

DO NOT USE THIS SPACE

9. Statement and signature.

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

Debra J. GLAISTER

Name of Person Signing

Signature

December 1998

Date

Total number of pages comprising cover sheet

**3**

ASSIGNMENT

WHEREAS, Brian MILLER residing at 1446 Floribunda Avenue #3, Burlingame, California 94010, United States of America; and Maria DIAZ-TORRES residing at 142 Johnson Avenue, Los Gatos, California 95032, invented a new and useful invention entitled Gram-Positive Microorganism Formate Pathway for which an application for United States Letters Patent was filed, national phase of PCT/US98/24873, filed on 19 November 1998; and

WHEREAS, Genencor International, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business at 4 Cambridge Place, 1870 South Winton Road, Rochester, New York, is desirous of acquiring an interest in and to said invention, and in the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern:

That for good and valuable consideration the receipt of which is hereby acknowledged, the said inventors have and do hereby sell, assign, transfer and set over unto the said Genencor International, Inc., its successors and assigns, the full and exclusive right, title and interest, including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor, not only for, to and in the United States of America, its territories and possessions, but for, to and in all other countries, and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said Genencor International, Inc. in accordance with this Assignment.

Said Inventors hereby covenant and agree to cooperate with Genencor International, Inc. to enable said Genencor International, Inc. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers and other assistance, all to the extent deemed necessary or desirable by said Genencor International, Inc. for (a) perfecting the right, title and interest herein conveyed, (b) prosecuting any of said applications, (c) filing and prosecuting applications for reissuance of any said patents, (d) interference or other priority proceedings involving said invention, and (e) legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions, provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Genencor International, Inc.

The terms and covenants of this Assignment shall inure to the benefit of said Genencor International, Inc., its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

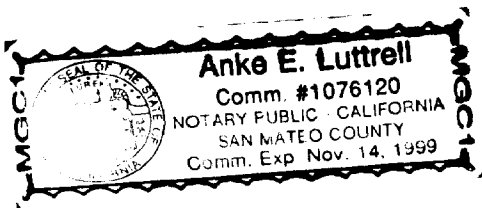
IN WITNESS WHEREOF I undersign as follows:

Brian Miller  
Brian MILLER

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

On the 9<sup>th</sup> day of December 1998, before me, Notary Public, personally appeared Brian MILLER, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his authorized capacity for the purposes set forth therein.

Witness my hand and official seal.



Anke E. Luttrell  
Notary Public

*Maria Diaz Torres*  
Maria DIAZ-TORRES

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA )

On the 09 <sup>th</sup> day of ~~November~~ <sup>December</sup> 1998, before me, Notary Public, personally appeared Maria DIAZ-TORRES personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his authorized capacity for the purposes set forth therein.

Witness my hand and official seal.

*Anke E. Luttrell*  
\_\_\_\_\_  
Notary Public

