

04-29-1999



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FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

4-26-99

1. Name of conveying party(ies):

Elizabeth Golightly
Randy M. Berka
Michael W. Rey

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

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

Name: Novo Nordisk Biotech, Inc.

Internal Address:

1445 Drew Avenue

Davis, California 95616

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 3/1/99

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) 09/257,536

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name: Steve T. Zelson, Esq.

Internal Address:

Novo Nordisk of North America, Inc.

Street Address: 405 Lexington Avenue,

Suite 6400

City: New York State: NY Zip: 10174-6401

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

14-1447

(Attach duplicate copy of this page if paying by deposit account)

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 is a true copy of the original document.

Elias J. Lambiris, Esq.
Name of Person Signing

Signature

April 21, 1999
Date

Total number of pages including cover sheet, attachments, and document: 3

04/28/1999 DNGUYEN 00000161 141447 09257536

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(40.00 CH)

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Elizabeth Golightly, a citizen of the United States, residing at 1114 Colina Court, Davis, CA 95616;

Randy M. Berka, a citizen of the United States, residing at 3609 Modoc, Davis, CA 95616, USA; and

Michael W. Rey, a citizen of the United States, residing at 605 Robin Place, Davis, CA 95616, USA.

(hereinafter ASSIGNOR), has made a discovery or invention entitled:

Polypeptides Having Galactose Oxidase Activity and Nucleic Acids Encoding Same

for which application of Letters Patent of the United States has been filed on February 24, 1999, under Serial No. to be assigned, and

WHEREAS:

NOVO NORDISK BIOTECH, INC., a corporation organized under the laws of Delaware, located at 1445 Drew Avenue, Davis, California 95616, (hereinafter ASSIGNEE), a wholly-owned subsidiary of Novo Nordisk of North America, Inc., a corporation organized under the laws of Delaware, 405 Lexington Avenue, New York, New York 10017, is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-part, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

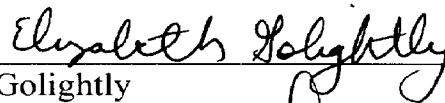
SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries

foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

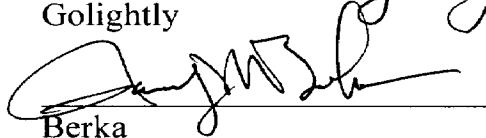
SAID ASSIGNOR hereby covenants that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: 3/1/99


Golightly

Date: 3/1/99


Berka

Date: 0/1/99


Rey