

05-25-1999

MPO 5-20 99



101044871

To the Honorable Commissioner of Patents
copy thereof.

Attached original documents or

1. Name of conveying party(ies):

CHEE, Mark S.; AUGER, Steven R.
STUELPNAGEL, John R.

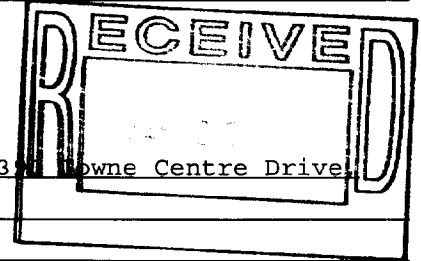
Additional name(s) of conveying
party(ies) attached? [] Yes [x] No

3. Nature of Conveyance:

[x] Assignment [] Merger
[] Security Agreement [] Change of Name
Execution Date May 13, 1999

2. Name and address of receiving party(ies):
Internal Address: Illumina, Inc.

Street Address: 9370 Towne Centre Drive
Suite 200
City: San Diego
State: CA Zip: 92121



Additional name(s) & address(es) attached?
[] Yes [x] 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): 09/256,943

B. Patent No. (s)

Additional numbers attached? [] Yes [x] No

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

Name: Robin M. Silva
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications
and patents involved: 1

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

[x] Enclosed

[] Authorized to be charged to
deposit account

8. Deposit account number: 06-1300
Please debit any underpayment or credit any
overpayment to the above deposit account.
Our Order No. A-67493-1/DJB/RMS
(Attach duplicate 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.*

Robin M. Silva Robin M. Silva 5/17/99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [4]

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

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File No. A-67493-1/DJB/RMS

PATENT
REEL: 009962 FRAME: 0507

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

- (1) Mark S. CHEE, (2) Steven R. AUGER
- (3) John R. STUELPNAGEL, (4) _____

(hereinafter termed "Inventors"), residents of

- (1) Del Mar, (2) San Diego
- (3) Encinitas, (4) _____

respectively, Counties of

- (1) San Diego, (2) San Diego,
- (3) San Diego, (4) _____

respectively, States of

- (1) California, (2) California,
- (3) California, (4) _____

respectively, have invented certain new and useful improvements in

COMPOSITE ARRAYS UTILIZING MICROSPHERES

and have executed an application for a United States patent disclosing and identifying the invention on even date herewith; and having Serial No. 09/256,943 and filing date of 24 February 1999; and

WHEREAS, Illumina, Inc. a corporation of the State of California, having a place of business at 9390 Towne Centre Drive, Suite 200, San Diego, 92121, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country,

including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee 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 Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for 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 Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: 5/13/99

(3) *John R. Stuelpnagel*
John R. STUELPNAGEL

County of _____)
) ss.
State of _____)

On this 13th day of May, in the year 1999, before me, Kristine Gail Farmer, Notary Public of the State of California, personally appeared (3) John R. STUELPNAGEL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Kristine Gail Farmer*



(Seal)