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Name (line 2) A NON-PROFIT CORPORATION OF CALIFORNIA

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Name (line 1) STRATAGENE

Name (line 2) A CORPORATION OF CALIFORNIA

Address (line 1) 11011 NORTH TORREY PINES ROAD

Address (line 2)

Address (line 3) LA JOLLA

CALIFORNIA

92037

City

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PATENT**REEL: 010378 FRAME: 0373**

Correspondent Name and Address

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Patent Application Number(s)

08579445

Patent Number(s)If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)Enter PCT application number
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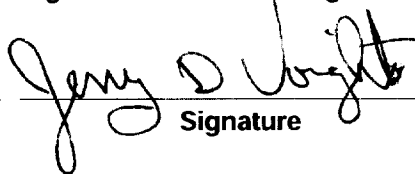
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JERRY D. VOIGHT

Name of Person Signing



Signature

NOVEMBER 12, 1999

Date

ASSIGNMENT AGREEMENT

This Agreement, effective as of the date of execution by the parties, is made by and between California Institute of Biological Research, a non-profit public benefit corporation organized under the laws of the State of California and having a place of business at 11011 North Torrey Pines Road, La Jolla, California 92037, (hereinafter "CIBR") and Stratagene, a corporation organized under the laws of the State of California and having a place of business at 11011 North Torrey Pines Road, La Jolla, California 92037, (hereinafter "STRATAGENE").

WHEREAS, CIBR owns U.S. Patent Application Serial No. 08/579,445, filed December 27, 1995 in the name of Perucho et al. (hereinafter the "PERUCHO PATENT APPLICATION");

WHEREAS, CIBR has granted an exclusive license to STRATAGENE under the PERUCHO PATENT APPLICATION;

WHEREAS, the PERUCHO PATENT APPLICATION has become involved in Patent Interference No. 103,859 with U.S. Patent No. 5,578,450 (owned by the Mayo Foundation for Medical Education and Research) and U.S. Patent Application Serial No. 08/452,536 (owned by Johns Hopkins University and Albert De La Chapelle);

WHEREAS, it is the desire of the Mayo Foundation for Medical Education and Research, Albert De La Chapelle, Johns Hopkins University, STRATAGENE and the CIBR to settle Interference No. 103,859, and determine priority in accordance with the laws of the United States and under the Rules of Practice of the United States Patent and Trademark Office so that the patent issues to the first inventor of the interfering subject matter;

WHEREAS, STRATAGENE has borne the entire expense to date occasioned by the involvement of the PERUCHO PATENT APPLICATION in Interference No. 103,859;

WHEREAS, determination of priority in accordance with the laws of the United States and under the Rules of Practice of the United States Patent and Trademark Office may involve further significant expense; and

WHEREAS, CIBR desires to incur no further expenses with regard to the PERUCHO PATENT APPLICATION and/or U.S. Interference No. 103,859.

NOW, THEREFORE, for and in consideration of expenses incurred by STRATAGENE in connection with prosecution of the PERUCHO PATENT APPLICATION, including expenses relating to Interference No. 103,859, and further expenses that may be incurred by STRATAGENE in connection with determination of priority in Interference No. 103,859 and in subsequent prosecution of PERUCHO PATENT APPLICATION, CIBR and STRATAGENE agree as follows:

1. CIBR hereby assigns, sells, and transfers to STRATAGENE, its lawful successors and assigns, the entire right, title and interest of CIBR in the PERUCHO PATENT APPLICATION and all inventions disclosed therein, and all divisions and continuations thereof, and all letters patents which may be granted thereon, and all reissues thereof.

2. CIBR further assigns and transfers to STRATAGENE all rights and benefits, and STRATAGENE accepts all obligations, under the Interference SETTLEMENT AGREEMENT between the Mayo Foundation for Medical Education and

Research, Johns Hopkins University, Albert De La Chapelle, CIBR, and
STRATAGENE, executed by CIBR and STRATAGENE on even date herewith.

3. Nothing herein shall obligate STRATAGENE to proceed further with
regard to Interference No. 103,859 or to further prosecute the PERUCHO PATENT
APPLICATION or to maintain or enforce any patent issuing therefrom, but
STRATAGENE may do so at its absolute and sole discretion.

4. Should STRATAGENE proceed with regard to a determination of priority
in Interference No. 103,859 and/or further prosecution of the PERUCHO PATENT
APPLICATION, CIBR will, without further consideration, provide to STRATAGENE all
relevant facts and records known and available to CIBR, and generally take all
reasonable steps to aid STRATAGENE to obtain and enforce patent protection, it being
understood that any expenses incident to such assistance shall be borne by
STRATAGENE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
effective this 25th day of August, 1998.

CALIFORNIA INSTITUTE OF
BIOLOGICAL RESEARCH

By: [Signature]
Title: Director

STRATAGENE

By: [Signature]
Title: Executive Vice President &
General Counsel