

ASSIGNMENT

WHEREAS, WE, Kevin BURGESS, residing at 3104 Rolling Glen, Bryan, Texas 77807, and Richard GIBBS, residing at 3602 Gramercy, Houston, Texas 77025, have invented certain new and useful improvements in and to the subject matter of:

THROUGH BOND ENERGY TRANSFER IN FLUORESCENT DYES FOR LABELLING BIOLOGICAL MOLECULES

described in an application for United States Letters Patent filed on December 14, 1999, and accorded Application No. 09/460,718;

AND, WHEREAS, THE TEXAS A&M UNIVERSITY SYSTEM, a corporation organized under the laws of the State of Texas, located at 310 Wisenbaker, College Station, Texas 77840 (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use or sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the United States Commissioner of Patents and Trademarks to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

DC01:252416.1

PATENT
REEL: 010722 FRAME: 0475

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

KB 10th Mar 00
Date

K. Burgess
Kevin BURGESS

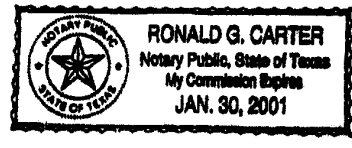
County of Brazos)
State of Texas) ss:

On this 10 day of March, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared Kevin Burgess, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

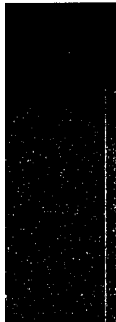
Ronald G. Carter
Notary Public

(SEAL)

My Commission Expires 1/30/01



WITNESS WHEREOF, we have hereunto set our hands and seals.



[Handwritten signature]

_____ Date

Richard GIBBS

County of _____)

) ss:

State of _____)

On this 27 day of March, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared Richard Gibbs, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

[Handwritten signature]

Notary Public

(SEAL)

My Commission Expires 02-22-2004