

05-03-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

mRA



3.27.00

101343113

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

## 1. Name of conveying party(ies):

Robert M. CALDWELL, US citizen; and  
Wilhelmus J. QUAX, Dutch citizen

## 2. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 07 and 18 February 2000

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

Genencor International, Inc.  
Meridian Centre Boulevard  
Rochester, New York 14618  
United States of AmericaAdditional 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)

09/462,843

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher L. Stone  
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

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit Account number: 07-1048

DO NOT USE THIS SPACE

05/01/2000 TTON11 00000201 071048 09462843

01 FC:581 40.00 CH

## 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.

Christopher L. Stone

Name of Person Signing

Signature

22 March 2000

Date

Total number of pages comprising cover sheet:

3

## Assignment

WHEREAS, **Wilhelmus J. QUAX**, a Dutch citizen, of Voorschoten, The Netherlands; and **Robert M. CALDWELL**, a US citizen, of Belmont, California, USA invented a new and useful invention entitled Increasing Production of Proteins in Gram-Positive Microorganisms for which an application for United States Letters Patent was filed, national phase of PCT/US98/14648, under Serial Number 09/462,843; 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 200 Meridian Centre Boulevard, 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:

  
\_\_\_\_\_  
Wilhelmus J. QUAX

On the 7<sup>th</sup> day of February, 2000, before me, Notary Public, personally appeared Wilhelmus J. QUAX, 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.

\_\_\_\_\_  
Notary Public

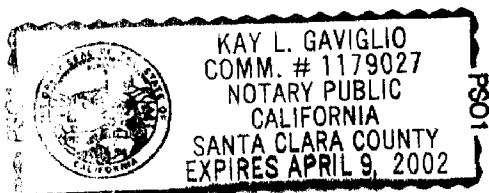
IN WITNESS WHEREOF I undersign as follows:

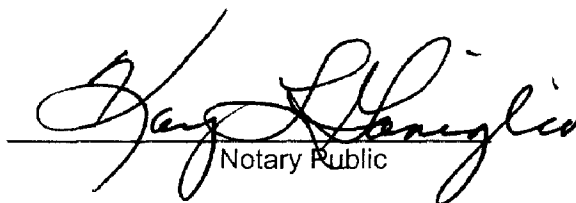
  
Robert M. CALDWELL

State of California                     )  
  )  
Santa Clara County                 )       ss.

On the 18 day of February, 2000, before me, Notary Public, personally appeared Robert M. CALDWELL, 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.



  
Notary Public