

06-19-2001

To The Honorable Commissioner of Patent:  
thereof.

101753878

Attached original documents or copy

1. Name of conveying party  
KAIROS Scientific Inc.Additional name(s) of conveying party(ies)  
attached? ( ) YES (X) NO

3. Nature of Conveyance:

(X) Assignment ( ) Merger

( ) Security Agreement

( ) Change of Name

( ) Other:

Execution Date: 6/7/01

2. Name and address of receiving party:

Name: Hercules Incorporated

Street Address: 1313 Market Street - Hercules Plaza

City: Wilmington

State Delaware

ZIP 19884-0001

Additional name(s) &amp; address 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.

09/782,906

B. Patent No.(s)

Additional numbers attached? ( ) YES (X) NO

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

Name: Mark J. Rosen

Internal Address: WOODCOCK WASHBURN KURTZ

MACKIEWICZ &amp; NORRIS LLP

One Liberty Place - 46th Floor

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Street Address: WOODCOCK WASHBURN KURTZ

MACKIEWICZ &amp; NORRIS LLP

One Liberty Place - 46th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103-7301

6. Total number of applications and patents involved:  
One

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

(X) Enclosed

( ) Authorized to be charged to Deposit Account  
Number 23-30508. Please charge any deficiency or credit any  
overpayment to Deposit Account Number 23-3050

## 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.*

Mark J. Rosen/39,822

Name of Person Signing/Reg. No.

Signature

June 8, 2001

Date

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

Mail documents to be recorded with required cover sheet information to:

06/18/2001 TDIAZ1 00000097 09782906

01 FC:581

40.00 DP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT

WHEREAS, **KAIROS Scientific Inc.**, hereinafter referred to as the ASSIGNOR, a corporation of **California**, having its principal place of business at **Bldg. 62, 3350 Scott Boulevard, Santa Clara, California 95054** is the owner of certain inventions or improvements for which applications for Letters Patent have been made, identified as **U.S. Serial No. 09/782,906 filed February 14, 2001, entitled VARIANT GALACTOSE OXIDASE, NUCLEIC ACID ENCODING SAME, AND METHODS OF USING SAME** (hereafter Patent Property); and

WHEREAS, **Hercules Incorporated**, hereinafter referred to as the ASSIGNEE, a corporation of **Delaware**, having its principal place of business at **Hercules Plaza, 1313 Market Street, Wilmington, Delaware 19884**, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for Patent property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

**KAIROS Scientific Inc.**

Date: 6/7/01

By: Mary M. Yang  
Mary M. Yang  
President

\_\_\_\_\_  
COUNTY OF San Diego :

SS



On this 7th day of June, year of 2001, before me, the undersigned officer, personally appeared Mary M. Yang, who acknowledged herself to be the President of Kairos Scientific, Inc., a corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Mary M. Yang - President.

Erin Rebecca Newton  
Notary Public