

01-24-2002



Docket No.: DIVER1490-1

To the Honorable Commissioner for Patents,

101958563

and original documents or copy thereof.

1. Name of Conveying parties:

- a) Ronald V. Swanson
- b) Robert A. Feldman
- c) Christa Schleper
- d) Edward F. DeLong
- e) Christina M. Preston

1-16-02

Additional name(s) of conveying party(ies)
attached? ___ Yes ☒ No

2. Name and address of receiving Party(ies)

Name: DIVERSA CORPORATION

Internal Address: _____

Street Address: 4955 DIRECTORS PLACECity: SAN DIEGO State: CA Zip: 92121

Additional name(s) & address(es) attached?

___ Yes ☒ No

3. Nature of conveyance:

☒ Assignment _____ Merger
___ Security Agreement _____ Change of name
___ Other _____

Execution Dates: a) September 28, 2001; b) October 1, 2001;
c) October 7, 2001; d) September 30, 2001; e) October 1, 2001

JAN 16 2002

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)

09/408,020

B. Patent No.(s)

Additional numbers attached? ___ Yes ☒ No

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

Name: Lisa A. Haile, J.D., Ph.D.
GRAY CARY WARE & FREIDENRICH LLPStreet Address: 4365 Executive Drive, Suite 1600City: San Diego State: CA Zip: 921216. Total number of Applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed -
___ Authorized to charge the recordation fee or
any underpayment to deposit account.

8. ___ Deposit Account No.: 50-1355

01/24/2002 LMJELLER 00000184 09408020

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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.

Lisa A. Haile, J.D., Ph.D.

Name of Person Signing

Registration No.: 38,347

Signature

November 2, 2001

Date

Total number of pages including cover sheet, attachments, and document: EIGHT

AMENDED ASSIGNMENT

(BY INVENTOR(S))

(Replacing the Assignment Originally Recorded
on February 2, 2000 in the USPTO on Reel 01528, Frame 0156)

This assignment ("Assignment") is made by Ronald V. Swanson, of Del Mar, California, Robert A. Feldman, of Santa Cruz, California, Christa Schleper, of Darmstadt, Germany, Edward F. DeLong, of Monterey, California, and Christina M. Preston, of Pacific Grove, California, (collectively, the "Assignors") to DIVERSA CORPORATION, a California corporation ("Assignee"), having a place of business at 4955 Directors Place, San Diego, California 92121.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **NUCLEIC ACIDS AND PROTEINS FROM CENARCHAEUM SYMBIOSUM** for which an application for United States Letters Patent was filed on September 29, 1999 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No. 09/408,020.

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued

prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment on the date(s) provided below.

1. Assignor : Ronald V. Swanson
Date: 9/28/01 Signature: Ronald V. Swanson

2. Assignor : Robert A. Feldman
Date: _____ Signature: _____

3. Assignor : Christa Schleper
Date: _____ Signature: _____

4. Assignor : Edward F. DeLong
Date: _____ Signature: _____

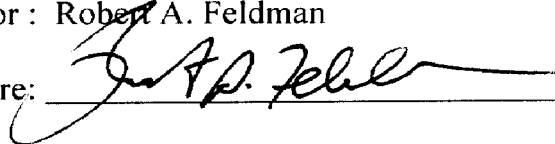
5. Assignor : Christina M. Preston
Date: _____ Signature: _____

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1. Assignor : Ronald V. Swanson
Date: _____ Signature: _____

2. Assignor : Robert A. Feldman
Date: 10/1/01 Signature: 

3. Assignor : Christa Schleper
Date: _____ Signature: _____

4. Assignor : Edward F. DeLong
Date: _____ Signature: _____

5. Assignor : Christina M. Preston
Date: _____ Signature: _____

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1. Assignor : Ronald V. Swanson
Date: _____ Signature: _____

2. Assignor : Robert A. Feldman
Date: _____ Signature: _____

3. Assignor : Christa Schleper
Date: Oct 7, 2001 Signature: Christa Schleper

4. Assignor : Edward F. DeLong
Date: _____ Signature: _____

5. Assignor : Christina M. Preston
Date: _____ Signature: _____

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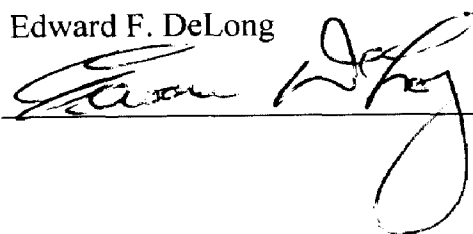
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2. Assignor : Robert A. Feldman
Date: _____ Signature: _____

3. Assignor : Christa Schleper
Date: _____ Signature: _____

4. Assignor : Edward F. DeLong
Date: 9/30/01 Signature: 

5. Assignor : Christina M. Preston
Date: _____ Signature: _____

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Date: _____ Signature: _____

3. Assignor : Christa Schleper
Date: _____ Signature: _____

4. Assignor : Edward F. DeLong
Date: _____ Signature: _____

5. Assignor : Christina M. Preston
Date: 10/1/07 Signature: 