

03-01-2002

Form PTO 1595



Docket No.: INVIT1290-2

101997526

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

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

- a. John Carrino
- b. James Fan
- c. Robert P. Bennett
- d. Jonathan D. Chesnut
- e. Martin A. Gleeson
- f. Knut R. Madden

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

2/2.02

## 2. Name and address of receiving Party(ies)

Name: Invitrogen Corporation

Internal Address: \_\_\_\_\_

Street Address: 1600 Faraday AvenueCity: Carlsbad State: CA Zip: 92008

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of name  
☐ Other \_\_\_\_\_

Execution Date: a. December 17, 2001  
 b. December 17, 2001  
 c. December 17, 2001  
 d. December 18, 2001  
 e. December 17, 2001  
 f. December 18, 2001

Additional 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)

10/014,128

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 LLP

Street Address: 4365 Executive Drive, Suite 1100  
 City: San Diego State: CA Zip: 92121-2133

6. Total number of Applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed - Check No.: 499437  
☒ Authorized to charge any underpayment to  
 Deposit Account No. 50-1355.

DO NOT USE THIS SPACE

02/28/2002 LMUELLER 00000130 10014128

01-FC-581

40.00-00

## 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.*

Richard J. Imbra

Name of Person Signing  
 Registration No. 37,643

Richard J. Imbra  
 Signature

January 22, 2002  
 Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT

This assignment ("Assignment") is made by John Carrino of San Diego, California, James Fan of San Diego, California, Robert P. Bennett of Encinitas, California, Jonathan D. Chesnut of Carlsbad, California, Martin A. Gleeson of San Diego, California and Knut R. Madden of Carlsbad, California (collectively, the "Assignors") to Assignee, **INVITROGEN CORPORATION**, ("Assignee"), a California C corporation, having a place of business at 1600 Faraday Avenue, Carlsbad, California 92008.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **COMPOSITIONS AND METHODS FOR RAPIDLY GENERATING RECOMBINANT NUCLEIC ACID MOLECULES** for which an application for United States Provisional Patent Application filed **December 7, 2001** 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.: 10/014,128;

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.

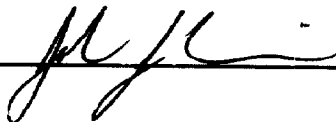
3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

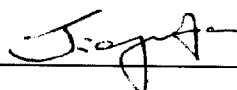
4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee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

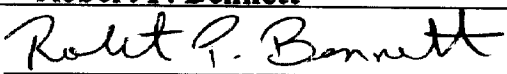
5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

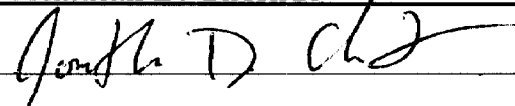
**ATTORNEY DOCKET NO.:  
INVIT1290-2**

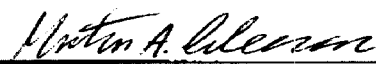
IN WITNESS WHEREOF, each of the Assignors has executed this Assignment  
on the date(s) provided below.


Assignor : John Carrino  
Date: 12/17/2001  
Signature: 

Assignor : James Fan  
Date: 12/17/01  
Signature: 

Assignor : Robert P. Bennett  
Date: 12/17/2001  
Signature: 

Assignor : Jonathan D. Chesnut  
Date: 12/18/2001  
Signature: 

Assignor : Martin A. Gleeson  
Date: 12/17/2001  
Signature: 

Assignor : Knut R. Madden  
Date: 12/18/01  
Signature: 

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: John Carrino et al.  
Application No.: 10/014,128  
Filed: December 7, 2001  
Title: COMPOSITIONS AND METHODS FOR RAPIDLY GENERATING  
RECOMBINANT NUCLEIC ACID MOLECULES

Art Unit: Unassigned  
Examiner: Unassigned

**BOX ASSIGNMENT**

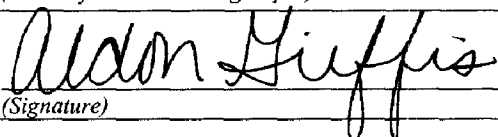
Director - U.S. Patent and Trademark Office  
Washington, D.C. 20231

**TRANSMITTAL SHEET**

Sir:

Transmitted herewith for the above-identified application, please find:

1. A Recordation Form Cover Sheet and executed Assignment (5 pages);
2. Check No. 499437 in the amount of \$40.00; and
3. Return Receipt Postcard.

CERTIFICATION UNDER 37 CFR §1.8	
I hereby certify that the documents referred to as enclosed herein are being deposited with the United States Postal Service as first class mail on this date, <b>January 22, 2002</b> , in an envelope addressed to: Box ASSIGNMENT, Director - U.S. Patent and Trademark Office, Washington, D.C. 20231.	
Aldon Griffis (Name of Person Mailing Paper)	
 (Signature)	January 22, 2002 (Date)

In re Application of:

Carrino et al.

Application No.: 10/014,128

Filed: December 7, 2001

Page 2

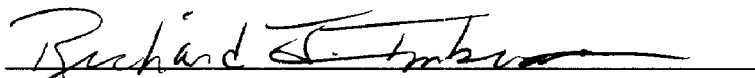
PATENT

Attorney Docket No.: INVIT1290-2

Enclosed is Check No. 499437 in the amount of \$40.00 for the Assignment Recordation Filing fee. The Commissioner is authorized to charge any other fees, or credit any overpayments, to Deposit Account No. 50-1355. A duplicate copy of this Transmittal Sheet is enclosed.

Respectfully submitted,

Date: January 22, 2002



Richard J. Imbra

Registration No.: 37,643

Telephone: (858) 677-1496

Facsimile: (858) 677-1465

**USPTO CUSTOMER NUMBER 28213**

**GRAY CARY WARE & FREIDENRICH LLP**

4365 Executive Drive, Suite 1100

San Diego, California 92121-2133

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: John Carrino et al. Art Unit: Unassigned  
Application No.: 10/014,128 Examiner: Unassigned  
Filed: December 7, 2001  
Title: COMPOSITIONS AND METHODS FOR RAPIDLY GENERATING  
RECOMBINANT NUCLEIC ACID MOLECULES

**BOX ASSIGNMENT**

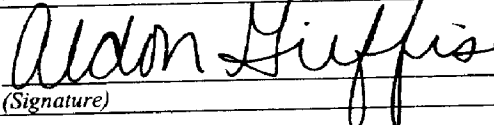
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<b>Aldon Griffis</b> (Name of Person Mailing Paper)	
 (Signature)	<b>January 22, 2002</b> (Date)



In re Application of:

Carrino et al.

Application No.: 10/014,128

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Page 2

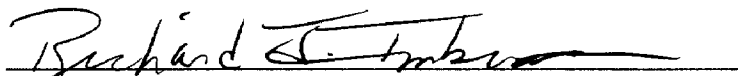
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San Diego, California 92121-2133