

03-12-2002

Form PTO 1595

REC

2-26-02

Docket No. **DIVER1350-3**

To the Honorable Commissioner for Patents and

102011018

ginal documents or copy thereof.

1. Name of Conveying party(ies):

- a. **Walter Callen**  
 b. **Eric J. Mathur**  
 c. **Jay Short**

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

2. Name and address of receiving Party(ies)

Name: Diversa CorporationInternal Address: 4955 Directors PlaceSan Diego, CA 92121Street Address: SameCity: San DiegoState: CAZip: 92121

3. Nature of conveyance:

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

Execution Date: 9/26/01; 9/26/01, 9/19/01

Additional name(s) &amp; 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) 09/948,369

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, Ph.D.GRAY CARY WARE & FREIDENRICH LLPStreet Address 4365 Executive Drive, Suite 1100City: San Diego State: CA Zip: 921216. Total number of Applications and patents involved: 1

7. Total fee (37 CFR 3.41)

**\$ 40.00**☒ : Check Enclosed (No. 500992)☐ : Authorized to charge the recordation fee or any underpayment to deposit account.8. ☐ Deposit account Number: 50-1355

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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.*

Kelly Reynolds

Name of Person Signing  
 Registration No. P51,154

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT  
(BY INVENTORS) FOR CONTINUATION-IN-PART APPLICATION

This assignment ("Assignment") is made by Walter Callen, of San Diego, California; Eric Mathur, of Carlsbad, California and Jay Short, of Rancho Santa Fe, California; (collectively, the "Assignors"), to DIVERSA CORPORATION a Delaware 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 ENZYMES HAVING HIGH TEMPERATURE POLYMERASE ACTIVITY AND METHODS OF US THEREOF which an application for United States Continuation-In-Part Patent Application was filed on September 6, 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 Continuation-In-Part Application No.: 09/948,369  
(Attorney Docket No. DIVER1350-3).

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 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.

Date: 9/26/01

  
Walter Callen

Date: 9/26/01

  
Eric Mathur

Date: 9/19/01

  
Jay Short