

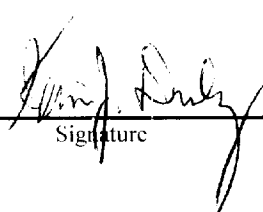


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05-10-2002



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Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM PATENTS ON		Department of Commerce and Trademark Office	
To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  Jay Short, Eric J. Mathur, W. Michael Lafferty, Nelson Barton and Kevin Chow  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input type="checkbox"/> no		2. Name and address of receiving party(ies):  Diversa Corporation 4955 Directors Place San Diego, CA 92121			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: March 28, March 28, March 11, April 1 and April 1, 2002 (respectively)					
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):  <u>USSN 09/997,807</u>  Attorney Docket No.: DVSA-1005US  Additional Numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		B. Patent No.(s) _____			
5. Name and address of party to whom correspondence concerning document should be mailed:  Kevin J. Dunleavy, Esq. Knoble & Yoshida, LLC Suite 1350 1628 John F. Kennedy Blvd. Philadelphia, PA 19103		6. Total number of applications and patents involved: ____  7. Total Fee (37 CFR 3.41) <u>\$40.00</u>  <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 50-0462.			
DO NOT USE THIS SPACE					
9. Signature:  <u>Kevin J. Dunleavy</u>  <u>4/25/02</u> Name of Person Signing Signature Date  Total number of pages including cover sheet, attachments, and documents <u>5</u>					

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PATENT  
REEL: 012866 FRAME: 0819

ASSIGNMENT  
(BY INVENTOR(S)) FOR U.S. PATENT APPLICATION

This assignment ("Assignment") is made by Jay Short of Rancho Santa Fe, CA, Eric J. Mathur of Carlsbad, CA, W. Michael Lafferty of Encinitas, CA, Nelson Barton of San Diego, CA and Kevin Chow of San Diego, CA the United States of America; (collectively, the "Assignors") to DIVERSA CORPORATION, a California corporation ("Assignee"), having a place of business at 4955 Directors Place, San Diego, California 92121, the United States of America.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled Method of Making a Protein Polymer and Uses of the Polymer, for which a United States Patent Application has been accorded U.S. Patent Application No. 09/997,807 and was filed on November 30, 2001 in the United States Patent and Trademark Office.

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

C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire right, title and interest in and to the invention (hereinafter referred to as "the Invention") and, the United States Patent 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, reexaminations and extensions thereof, and all foreign counterparts thereof, to the full end of the term or terms for which said Letters Patent may be granted, reissued or extended (hereinafter collectively, referred to as the "Patents").

Agreement

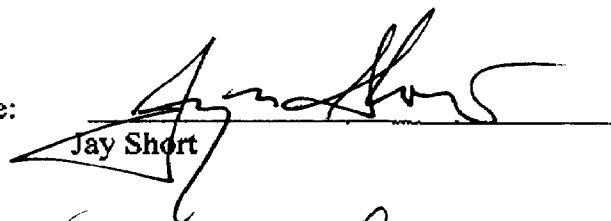
NOW, THEREFORE, in accordance with the obligations to assign the Invention and Patents and in return for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire right, title, and interest in and to the Invention and each of the 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 foreign applications are entitled under international conventions, treaties, or otherwise.
2. Each of the Assignors agree that, upon request and without further compensation, but at no expense to Assignors, Assignors and such Assignors' 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 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 the Invention and each of the 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 on any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the 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 the Invention and each of the Patents in the United States and throughout the world, 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 Assignor's behalf and instead of Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.
3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any right, title or interest in and to the Invention or any of the Patents, or (2) any right inconsistent with the rights granted herein.

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

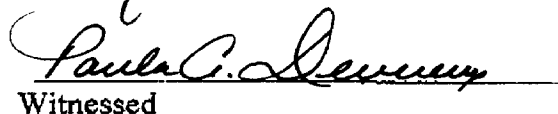
(1) Date: 3-28-02

Signature: \_\_\_\_\_

  
Jay Short

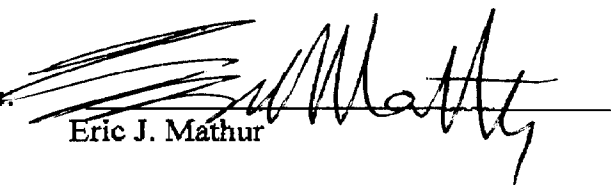
(1) Date: 3-28-02

Signature: \_\_\_\_\_

  
Paula C. Severny  
Witnessed

(2) Date: 3-11-02

Signature: \_\_\_\_\_

  
Eric J. Mathur

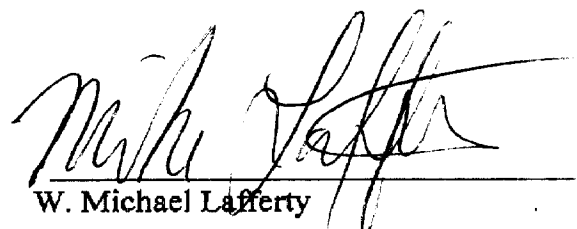
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Signature: \_\_\_\_\_

  
Linda Quica  
Witnessed

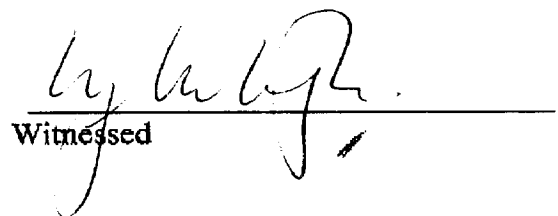
(3) Date: 4/1/02

Signature: \_\_\_\_\_

  
W. Michael Lafferty

(3) Date: 4/1/02

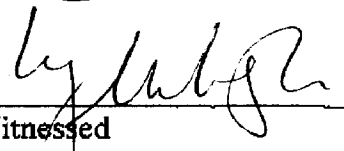
Signature: \_\_\_\_\_

  
Witnessed

(4) Date: 4/1/02

Signature:   
Nelson Barton

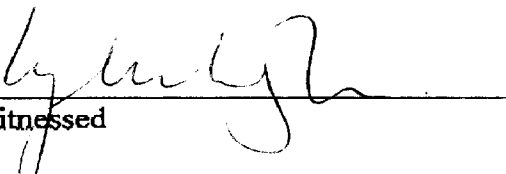
(4) Date: 4/1/02

Signature:   
Witnessed

(5) Date: 3/8/02

Signature:   
Kevin Chow

(5) Date: 3/8/02

Signature:   
Witnessed