

5/9/02

05-15-2002



PATENT

102089801

NYDEGGER & ASSOCIATES

ATTORNEYS AT LAW

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	William Michael Lafferty et al.)
)
Serial No.:	10/095,906) Art Unit
) 3727
Filed:	March 11, 2002)
)
For:	STACKABLE SAMPLE HOLDING PLATE WITH ROBOT REMOVABLE LID)
)
Examiner:	Unknown)
)
Attorney Docket:	11335.1)

TRANSMITTAL OF ASSIGNMENT

Box Assignments
Hon. Commissioner for Patents
Washington, D. C. 20231

Sir:

Please record the enclosed original patent Assignment in the United States Patent and Trademark Office.

1. Name of conveying party(ies):

William Michael Lafferty
1456 Sanford Lane
Encinitas, California 92024

05/14/2002 DBYRNE 00000246 10095906

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40.00 DP

OFFICE OF PUBLIC RECORDS
2002 MAY -9 AM 9:23
FINANCE SECTION

PATENT
REEL: 012883 FRAME: 0647

Scott Wayne Beaver
10834 Caminito Alvarez
San Diego, California 92126

Charles Wilson Tweedy
7728 Goldfish Way
San Diego, California 92129

2. Name and address of receiving party(ies):

Diversa Corporation
4955 Directors Place
San Diego, California 92121

3. Nature of conveyance: Assignment

Execution Date: February 15, 2002; February 22, 2002

4. Application number(s) or patent number(s):

Patent Application No. 10/095,906

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

NEIL K. NYDEGGER
NYDEGGER & ASSOCIATES
348 Olive Street
San Diego, California 92103
Telephone: (619) 688-1300

6. Total number of applications and patents involved:

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

X Enclosed Check No. 013904

____ Authorized to be charged to deposit account

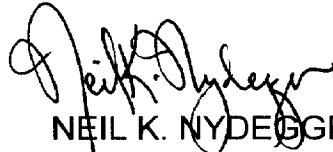
8. Deposit account number: 14-1519

9. Statement and signature.

The undersigned declares that, to his best knowledge and belief, the information contained in this Transmittal of Assignment is correct, and that any attached copy of the Assignment is a true copy of the original document.

DATED this 30th day of April, 2002.

Respectfully submitted,



NEIL K. NYDEGGER
Attorney for Applicant
Registration No. 30,202

NYDEGGER & ASSOCIATES
348 Olive Street
San Diego, California 92103
Telephone: (619) 688-1300

ASSIGNMENT

We, William Michael Lafferty, residing at 1456 Sanford Lane, Encinitas, California 92024, Scott Wayne Beaver, residing at 10834 Caminito Alvarez, San Diego, California 92126, and Charles Wilson Tweedy, residing at 7728 Goldfish Way, San Diego, California 92129, have invented a method and apparatus entitled STACKABLE SAMPLE HOLDING PLATE WITH ROBOT REMOVABLE LID hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. 11335.1 of the law firm of Nydegger & Associates, 348 Olive Street, San Diego, California 92103, and filed in the United States Patent and Trademark Office as Serial No. 10/ 095,906 on March 11, 2002. (We hereby authorize the attorneys of Nydegger & Associates to insert said serial number and filing date when known.)

The Assignee, Diversa Corporation, a corporation of the State of Delaware, having a principal place of business at 4955 Directors Place, San Diego, California 92121, desires to secure the entire right, title and interest in said invention.

For good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge; WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions and continuations of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

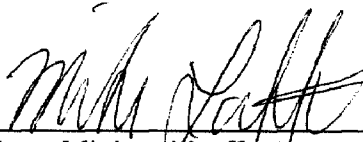
We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.


Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.



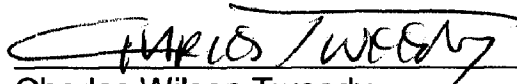
William Michael Lafferty

Date Signed: 2/15/02



Scott Wayne Beaver

Date Signed: 2/15/02



Charles Wilson Tweedy

Date Signed: 2/22/02

assign:ddb
Docket: 11335.1