08-19-2002 **HEET** U.S. DEPARTMENT OF COMMERCI R Form PTO-1595 U.S. Patent And Trademark Offic (Rev. 03/01) (modified) 1-0027 (exp 5/31/2002) 102195277

To the Honorable Commissioner For Patents: Please record the attached original documents or copy the teof: OMB No. 0651-0027 (exp 5/31/2002) 8-15-02 2. Name and address of receiving party: 1. Name of conveying parties: Robert V. Gupta; Kirindi V.M. Choi; Robert A. Brahms; Name: Doris Chang; Darryl V.K. Chong; John D. Burrill; Incyte Genomics, Inc. Gregory Marcus; Gabor T. Bartha Additional name(s) of conveying party(ies) attached? Internal Address: Yes Street Address: 3160 Porter Drive 3. Nature of Conveyance: Merger City: Palo Alto Security Agreement Change of Name State: CA Zip: 94304 Other: Additional name(s) & address(es) attached? 12-5-01, 11-27-01, 12-4-01, 11-27-01, 12-No. Yes Execution Date: 4-01, 11-20-01, 11-27-01 and 11-28-01 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 B. Patent No.: 6,424,921 B1 A. Patent Application No.: 09/613,167 Additional numbers attached? 6. Total number of applications and patents involved: [1] 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Bryon T. Wasserman, Esq. Name: Check Enclosed Internal Address: Fenwick & West LLP Fee Transmittal Enclosed Street Address: Two Palo Alto Square Charge the indicated fees to the below mentioned Zip Code: 94306 Palo Alto State: CA City: deposit account. 8. Deposit Account No.: DO NOT USE THIS SPACE 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.

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

21002-04451 Case Docket No.:

Total number of pages including cover sheet, attachments, documents: [7]

08/16/1002 AAHMED1 00000091 09613167 40.00 00 01 FD:

Bryon Wasserman, Reg. No. 48,404 Name of Person Signing

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| (Rev. 03/01) (modified) OMB No. 0651-0027 (exp 5/31/2002) | 102103820 | | U.S. Patent And Trademark Office |
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| To the Honorable Commissioner For Pate | ents: Please record th | e attached original docum | ments or copy thereof: |
| 1. Name of conveying party(ies): 5-2 | . Name of conveying party(ies): $5-21-02$ 2. Name and address of receiving party(ies): | | |
| Robert P. Gupta; Kirindi V.M. Choi; Robert A. B | | Name: | |
| Doris Chang; Darryl V.K. Chong; John D. Burrill Gregory Marcus; Gabor T. Bartha | i; | | Incyte Genomics, Inc. |
| Additional name(s) of conveying party(ies) attack | ned? | Internal Address: | |
| Yes No | | | |
| 3. Nature of Conveyance: | ĺ | Street Address: | 3160 Porter Drive |
| Assignment Merger | | | |
| Security Agreement Change of N | ame | City: | Palo Alto |
| Other: | | State: | CA Zip: 94304 |
| December 4, 2001; Novemb December 5, 2001; Novemb | | Additional name(s) | & address(es) attached? |
| Execution Date: November 28, 2001 | · | Yes | ⊠ No |
| 4. Application number(s) or patent number(s): | | | 77 |
| 4. Application number(s) or patent number(s): If this document is being filed together with a A. Patent Application No.(s): | new application, th | e execution date of the | e application is N |
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| (-)/ | | B. Patent No.(s): | S 2 5 |
| 09/613,167 | İ | | M 9: I |
| Addit | ional numbers attac | hed? Yes | 21 M 9: 05 CE SECTION |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | ndence | 6. Total number of ap | plications and patents involved: [1] |
| Name: Bryon T. Wasserman, Es | q. | 7. Total fee (37 CFR | 3.41): \$40.00 |
| Internal Address: Fenwick & West LLP | | ☐ Check Enclosed | |
| Street Address: Two Palo Alto Square | | Fee Transmitta | al Enclosed |
| City: Palo Alto State: CA Zip Co | de: 94306 | | dicated fees to the below mentioned |
| 05/24/2002 DBYRNE 00000069 09613167 | 1 | deposit accour B. Deposit Account N | |
| -0 FC:581 40.00 00 / | DO NOT USE 1 | | |
| 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. | | | |
| Bryon T. Wasserman, Reg. No. 48,404 | Dim (1 | Been | May 7, 2002 |
| Name of Person Signing | | signature | Date |

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Total number of pages including cover sheet, attachments, documents: [5]

21002-04451 Case Docket No.:

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Incyte Genomics, Inc., a Delaware corporation, having a place of business at 3160 Porter Drive, Palo Alto, CA 94304, for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled COMPOSITE AND AVERAGED HYBRIDIZATIONS ("APPLICATION"), which:

is to be filed herewith

was filed on July 10, 2000, now bearing U.S. serial number 09/613,167.

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all application claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Date of

| | Name and Signature | Signature |
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| | Mart Cont | 12/05 ,2001 |
| 16 | Robert X. Gupta | / |
| 7 | Kinney with | New 27 ,2001 |
| | Kirindi V.M. Choi | , |
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| | | ,2001 |
| | Robert A. Brahms | |

1 of [2]

PATENT REEL: 13184 FRAME: 0912

<u>ASSIGNMENT</u>

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Incyte Genomics, Inc., a Delaware corporation, having a place of business at 3160 Porter Drive, Palo Alto, CA 94304, for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled COMPOSITE AND AVERAGED HYBRIDIZATIONS ("APPLICATION"), which:

is to be filed herewith

was filed on July 10, 2000, now bearing U.S. serial number 09/613,167.

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all application claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

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This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature

Pour P. Gupta

Robert P. Gupta

Kirjadi V.M. Choi

Date of
Signature

2001

Abou 17, 2001

Robert A. Brahms

PATENT REEL: 13184 FRAME: 0913 Title of Document: ASSIGNMENT

Re: Title:

Composite and Averaged Hybridizations

Filed: (if applicable)

July 10, 2000

Serial No.: (if applicable)

09/613,167

Name and Signature

Doris Chang

Darryl V.K. Chong

Gregory Marcus

Gabor T. Bartha

Date of Signature

,2001

11/2>61,2001

21002/04451/SF/5025374.1

Case Docket # 4451