

06-12-2003



102470979

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORD

U.S. Department of Commerce
Patent 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):

- 6-6-03
- 1) Jonathan CHESNUT
 - 2) John CARRINO
 - 3) Louis LEONG
 - 4) Knut MADDEN
 - 5) Martin GLEESON
 - 6) James FAN

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date(s): inventors 1-3 and 6: May 30, 2002; inventors 4 and 5: June 2, 2003

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

Name: Invitrogen Corporation

Internal Address:

Street Address: 1600 Faraday Avenue

City: Carlsbad State: CA Zip Code: 92008

Country: USA

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).
10/005,876

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o 0942.5340002/RWE/BJD

Street Address: 1100 New York Ave., N.W.

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved: One7. Total fee (37 C.F.R. § 3.41).....\$ 40.00☐ Enclosed☒ Charge: PTO-2038 Credit Card Form Enclosed☐ Authorized to be charged to Deposit Account

8. Deposit Account Number:

19-0036

(Attach duplicate copy of this page if paying by deposit account)

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.*Brian J. Del BuonoName of Person Signing
Registration No. 42,473

Signature

June 6, 2003

Date

Total number of pages including cover sheet, attachments and document 20Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Jonathan Chesnut, (2) John Carrino, (3) Louis Leong, (4) Knut Madden, (5) Martin Gleeson, (6) James Fan, (7) Michael A. Brasch, (8) David Cheo, (9) James L. Hartley, (10) Devon R.N. Byrd and (11) Gary F. Temple, the undersigned inventors hereby sell and assign to Invitrogen Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

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: and throughout the world,

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor=s certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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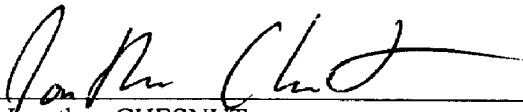
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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: <u>5/30/03</u>	Signature of Inventor: <u></u> Jonathan CHESNUT
Date: _____	Signature of Inventor: _____ John CARRINO
Date: _____	Signature of Inventor: _____ Louis LEONG
Date: _____	Signature of Inventor: _____ Knut MADDEN
Date: _____	Signature of Inventor: _____ Martin GLEESON
Date: _____	Signature of Inventor: _____ James FAN
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James L. HARTLEY

Date: _____ Signature of Inventor: _____
Devon R.N. BYRD

Date: _____ Signature of Inventor: _____
Gary F. TEMPLE

(Atty. Dkt. 0942.5340002/RWE/BJD)

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Devon R.N. BYRD

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Gary F. TEMPLE

(Atty. Dkt. 0942.5340002/RWE/BJD)

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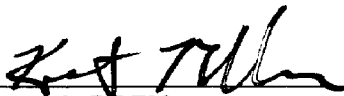
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thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; Robert C. Millonig, Esquire, Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; and Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in 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.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: _____ Signature of Inventor: _____
Jonathan CHESNUT

Date: _____ Signature of Inventor: _____
John CARRINO

Date: _____ Signature of Inventor: _____
Louis LEONG

Date: _____ Signature of Inventor: _____
Knut MADDEN

Date: 2/June/2003 Signature of Inventor: Martin Gleeson
Martin GLEESON

Date: _____ Signature of Inventor: _____
James FAN

Date: _____ Signature of Inventor: _____
Michael A. BRASCH

Date: _____ Signature of Inventor: _____
David CHEO

Date: _____ Signature of Inventor: _____
James L. HARTLEY

Date: _____ Signature of Inventor: _____
Devon R.N. BYRD

Date: _____ Signature of Inventor: _____
Gary F. TEMPLE

(Atty. Dkt. 0942.5340002/RWE/BJD)

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Jonathan Chesnut, (2) John Carrino, (3) Louis Leong, (4) Knut Madden, (5) Martin Gleeson, (6) James Fan, (7) Michael A. Brasch, (8) David Cheo, (9) James L. Hartley, (10) Devon R.N. Byrd and (11) Gary F. Temple, the undersigned inventors hereby sell and assign to Invitrogen Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

: for the United States of America (as defined in 35 U.S.C. ' 100),
: and throughout the world,

(a) in the invention(s) known as Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) June 5, 2002, (2) June 5, 2002, (3) June 4, 2002, (4) June 4, 2002, (5) June 4, 2002, (6) June 4, 2002, (7) June 10, 2002, (8) June 6, 2002, (9) July 3, 2002, (10) June 6, 2002, and (11) July 3, 2002 (also known as United States Application No. 10/005,876, filed Decemher 7, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor=s certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

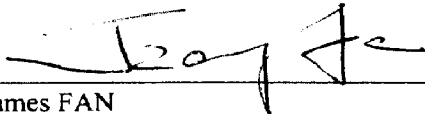
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Date: _____ Signature of Inventor: _____
John CARRINO

Date: _____ Signature of Inventor: _____
Louis LEONG

Date: _____ Signature of Inventor: _____
Knut MADDEN

Date: _____ Signature of Inventor: _____
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Date: 5/30/03 Signature of Inventor: 
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Date: _____ Signature of Inventor: _____
Michael A. BRASCH

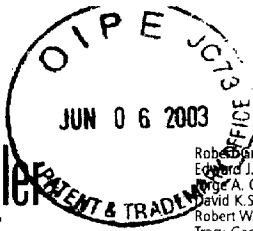
Date: _____ Signature of Inventor: _____
David CHEO

Date: _____ Signature of Inventor: _____
James L. HARTLEY

Date: _____ Signature of Inventor: _____
Devon R.N. BYRD

Date: _____ Signature of Inventor: _____
Gary F. TEMPLE

(Atty. Dkt. 0942.5340002/RWE/BJD)



**Sterne Kessler
Goldstein Fox**
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*Admitted only in Maryland
*Admitted only in Virginia
*Practice limited to
Federal Agencies

June 6, 2003

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Director of the United States
Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Mail Stop Assignment Recordation Services

Re: U.S. Utility Patent Application
Appl. No. 10/005,876; Filed: December 7, 2001
For: **Methods and Compositions for Synthesis of Nucleic Acid
Molecules Using Multiple Recognition Sites**
Inventors: Chesnut *et al.*
Our Ref: 0942.5340002/RWE/BJD

Sir:

Applicant submits the following documents for appropriate action by the U.S. Patent and Trademark Office:

1. Fee Transmittal Form (PTO/SB/17);
2. Recordation Form Cover Sheet (Form PTO-1595);
3. Assignment to Invitrogen Corporation, official recordation and return of which are respectfully requested;
4. Return postcard; and
5. PTO-2038 Credit Card Payment Form for \$40.00 to cover recordation fee(s) (37 C.F.R. § 1.21).

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. The U.S. Patent and Trademark Office is

The Honorable Director
of Patents and Trademarks

June 6, 2003

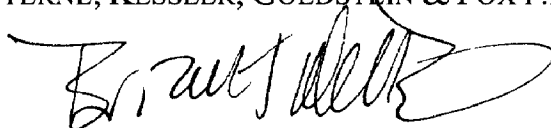
Page 2

hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

If extensions of time under 37 C.F.R. § 1.136 other than those otherwise provided for herewith are required to prevent abandonment of the present patent application, then such extensions of time are hereby petitioned, and any fees therefor are hereby authorized to be charged to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.



Brian J. Del Buono
Attorney for Applicants
Registration No. 42,473

BJD/nef
Enclosures

::ODMA\MHODMA\SKGF_DC1;142441;1
SKGF Rev. 2/15/02 dcw; 3.24.02 mac; 4.18.03 svb