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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

31363 U.S. PTO 10/757093



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Peter Wenzl

1-14-04

2. Name and address of receiving party(ies)

Name: CAMBIA

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

09/01/04

Execution Date:

Street Address: Clunies Ross Street

City: Canberra, Australia State: ACT Zip: 2601

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: 14/01/04

10757093

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Carol Nottenburg

Internal Address:

01/16/2004 DTESSEM1 00000077 10757093

05 FC:8021

40.00 DP

Street Address: 814 32nd Ave S

City: Seattle State: WA Zip: 98144

6. Total number of applications and patents involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Carol Nottenburg

Name of Person Signing

Carol Nottenburg

Signature

14, Jan, 2004

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT

WHEREAS, I, Peter Wenzl residing at Canberra, ACT, Australia, (hereinafter referred to as the "INVENTOR"), am the inventor of an invention entitled

"FUNGAL BETA-GLUCURONIDASE GENES AND GENE PRODUCTS"

as described and claimed in the specification for which an application for United States Letters Patent was filed on _____, and assigned Application No. _____, and

WHEREAS, CAMBIA, a corporation of Australia, having a place of business at Clunies Ross Street at Dickson Road, Black Mountain, ACT 2601 Australia, is desirous of acquiring the INVENTOR's entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefore in the United States and in any and all foreign countries:

NOW THEREFORE

1. For good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, the INVENTOR hereby assigns to CAMBIA all of the INVENTOR's right, title and interest (i) in the above-identified invention, (ii) in the above-identified patent application, (iii) in any draft applications based thereon, (iv) in any application for Letters Patent based thereon that is filed in the United States, under an international treaty, or in any foreign country, (v) in any United States or foreign patent or (vi) in any other form of protection that may be granted on said invention, including, without limitation, any extensions, divisions, reissues, continuations or continuations-in-part, and in any rights of priority that the INVENTOR is entitled to assert.
2. The INVENTOR agrees to execute, whenever requested by CAMBIA, all patent applications, assignments, lawful declarations, and other papers which CAMBIA may deem necessary or desirable for securing or maintaining said Letters Patent or other forms of protection; to provide CAMBIA with all pertinent facts and documents relating to said application as may be known and accessible to the INVENTOR; and to testify as to the same in any legal proceeding related thereto; all without further compensation to the INVENTOR (except for compensation of reasonably incurred out-of-pocket expenses), and in an expeditious and conscientious manner.
3. The INVENTOR hereby authorises and requests the Commissioner of Patents and Trademarks at the U.S. Patent and Trademark Office and patent office officials

throughout the world to issue any and all Letters Patent(s) resulting from the aforesaid applications to CAMBIA, as ASSIGNEE of the entire interest assigned.

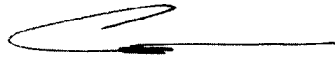
4. The INVENTOR hereby covenants and warrants that the INVENTOR has full right to convey the entire interest herein assigned, that the INVENTOR has not executed, and will not execute, any agreement in conflict therewith, and that the INVENTOR has and will comply with the duty of disclosure with respect to said application.
5. The INVENTOR hereby authorises CAMBIA's counsel a delegable power to insert the official filing date and application number information when it becomes available.
6. The INVENTOR assigns to CAMBIA all right, title and interest in any biological materials the INVENTOR has developed, propagated or deposited during the course of employment with CAMBIA, or which are referred to in said application, or which may be necessary to enable one to make or use said invention, and agrees that CAMBIA shall have control over any deposits which the INVENTOR has caused to be made of such biological materials.
7. The INVENTOR hereby covenants and warrants that the INVENTOR possesses right, title and interest in said invention or in one or more of said draft applications, applications, patents or other forms of protection and that the INVENTOR has fully disclosed to CAMBIA the identity of all other persons, natural or juristic, possessing or claiming to possess some right, title or interest in the foregoing.
8. The terms and covenants of this assignment shall inure to the benefit of CAMBIA, its successors, assigns and legal representatives, and shall be binding upon the INVENTOR's heirs, assigns and legal representatives.
9. The INVENTOR recognises that this assignment of the INVENTOR's rights in this application makes CAMBIA as the ASSIGNEE the real party in interest with respect thereto and that CAMBIA's interest will then be represented by the attorney(s) and/or agent(s) appointed by it to the exclusion of any of the INVENTOR's personal interests that may conflict therewith. In the event of any dispute that the INVENTOR may have

with CAMBIA over the subject matter of this assignment, the INVENTOR acknowledges that the INVENTOR will have to retain independent legal counsel with respect thereto at the INVENTOR's own expense.

9 Jan. 2004
Date


Peter Wenzl

I certify that I know or have satisfactory evidence that Peter Wenzl is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Witness: 
Printed name: CHRISTINE PRATT
Date: 9 JAN 2004

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