

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bruce F. Smith, in his capacity as assignee for the benefit of the creditors	08/07/2006
RECEIVING PARTY DATA	
Name:	Solexa, Inc.
Street Address:	25861 Industrial Boulevard
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5641658
Patent Number:	6090592
Patent Number:	6468751
Patent Number:	6060288
Application Number:	09969287
Application Number:	09969990
CORRESPONDENCE DATA	
Fax Number:	(650)849-7400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650 843 5381
Email:	dsanchezbentz@cooley.com
Correspondent Name:	Diana Sanchez Bentz
Address Line 1:	Cooley Godward LLP
Address Line 2:	3000 El Camino Real
Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	129995-107

CH \$240.00 5641658

PATENT

NAME OF SUBMITTER:

Diana Sanchez Bentz

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "*Agreement*") is made and effective as of August 7, 2006, by and between **Bruce F. Smith** ("**Seller**") in his capacity as assignee for the benefit of the creditors of **MT Technologies, Inc., f/k/a Mosaic Technology, Inc.** c/o Jager Smith P.C., One Financial Center, Boston, Massachusetts 02111 ("**Company**"), and **Solexa, Inc.**, a Delaware corporation, having its principal place of business at 25861 Industrial Blvd., Hayward, CA 94545 ("**Purchaser**").

WHEREAS, Seller, as successor in interest to the ownership of the assets of Company pursuant to a certain *Assignment for the Benefit of Creditors* dated April 17, 2002 and the Whitehead Institute for Biomedical Research ("**WIBR**") are the sole, exclusive, and joint owners of the patents and patent applications listed on **Schedule 1** (collectively, the "**Patents**") and the inventions set forth therein (the "**Inventions**");

WHEREAS, Purchaser is desirous of acquiring all of Seller's right, title and interest in, to, and under the aforesaid Patents and the Inventions held by Seller (the "**Assigned Interests**"), pursuant to that certain Asset Purchase Agreement by and among Seller and Purchaser dated as of the date hereof (the "**Asset Purchase Agreement**");

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in the aforesaid U.S. and International Patent Application and Patent Numbers US 5,641,658; US 6,090,592; US 6,468,751; WO1996/004404; JP10505492T2; EP0784701; DE69526511D; CA2196604A1; AU6146098A1; AT0216729E; GB: EP (UK) 0784701; US 09/969,287; US 6,060,288; WO199836094 A1, US 20020132245 and the inventions thereof, the same to be held and enjoyed by Purchaser and its successors, assigns, transferees, and legal representatives, to the full end of the terms for which said Patents of the United States are granted or reissued, as fully and entirely as the same would have been held by Seller had this assignment and sale not been made, together with all claims for damages, including royalties, by reason of past infringement of the aforesaid Patents, with the right to sue for and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, transferees, and legal representatives.

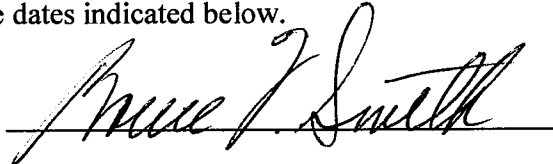
Seller hereby covenants and agrees to and with Purchaser and its successors, legal representatives, and assigns, that Seller will sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or required to be done in connection with the sale, assignment and transfer to the Purchaser of the Assigned Interests.

Seller hereby represents, covenants and agrees to and with the Purchaser, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, to the Seller's knowledge the Assigned Interests are unencumbered, and that the Seller has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto.

IN WITNESS WHEREOF, Seller caused this Assignment of the interest he holds in the Patents to be made and executed as of the respective dates indicated below.

Date: August 7, 2006



**BRUCE F. SMITH IN HIS CAPACITY AS
ASSIGNEE FOR THE BENEFIT OF THE
CREDITORS OF MT TECHNOLOGIES, INC.,
F/K/A MOSAIC TECHNOLOGY, INC.**

PURCHASER:

SOLEXA, INC.

By: _____

Print Name: _____

Title: _____

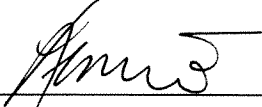
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**BRUCE F. SMITH IN HIS CAPACITY AS
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CREDITORS OF MT TECHNOLOGIES, INC.,
F/K/A MOSAIC TECHNOLOGY, INC.**

PURCHASER:

SOLEXA, INC.

By: 

Print Name: LINDA RUBINSTEIN

Title: VP & CFO

SCHEDULE 1

<u>Patent/ Patent Application No.</u>	<u>Publication/ Grant Date</u>	<u>Reel/Frame No.</u>	<u>Assignment Recordation Date</u>	<u>Title</u>
US 5,641,658	June 24, 1997	007197 / 0962	Nov. 18, 1994	Method for Performing Amplification of Nucleic Acid With Two Primers Bound to a Single Solid Support
US 6,090,592	July 18, 2000	010141 / 0201	Aug 5, 1999	Method for Performing Amplification of Nucleic Acid on Supports
US 6,468,751	Oct. 22, 2002	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
WO1996/004404	Feb. 15, 1996	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
JP 10505492T2	June 2, 1998	N/A / N/A	N/A	Method for Performing Amplification of Nucleic Acid With Two Primers Bound to a Single Solid Support
EP 0784701	April 24, 2002	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
DE 69626511D	May 29, 2002	N/A / N/A	N/A	Eine Methode Und Ein Geraet Fuer Die Durchfubhrung Einer Vervielfaeltigung Von Nukleinsaehren an Traegern
CA 2196604A1	Feb. 15, 1996	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid on Supports

AU 6146098A1	Sept. 8, 1998	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
AT 0216729E	May 15, 2002	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid On Supports
GB: EP (UK) 0784701	N/A	N/A / N/A	N/A	Method and Apparatus for Performing Amplification of Nucleic Acid On Supports
US 09/969,287 (US20020061532)	N/A	013318 / 0037	Sep. 23, 2002	Method and apparatus for performing amplification of nucleic acids on supports
US 6,060,288	May 9, 2000	008588 / 0784	Jul. 7, 1997	Method and apparatus for performing amplification of nucleic acids on supports
WO199836094 A1	Aug. 20, 1998	N/A / N/A	N/A	Method and apparatus for performing amplification of nucleic acids on supports
US20020132245	Apr. 17, 2002	N/A/ N/A	N/A	Solid phase methods for amplifying multiple nucleic acids