

**PATENT ASSIGNMENT**

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**08/09/2006  
 500136719**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MT Technology, Incorporated	04/17/2002
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bruce F. Smith
<b>Street Address:</b>	One Financial Center
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02111
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5641658
Patent Number:	6090592
Patent Number:	6468751
Patent Number:	6060288
Application Number:	09969287
Application Number:	09969990
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)849-7400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650 843 5381
<b>Email:</b>	dsanchezbentz@cooley.com
<b>Correspondent Name:</b>	Diana Sanchez Bentz
<b>Address Line 1:</b>	Cooley Godward LLP
<b>Address Line 2:</b>	3000 El Camino Real
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306
<b>ATTORNEY DOCKET NUMBER:</b>	129995-107

CH \$240.00 5641658

NAME OF SUBMITTER:

Diana Sanchez Bentz

**Total Attachments: 14**

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**ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

**THIS INDENTURE**, deemed made on the close of business, at 5:00 p.m. (Eastern time), on this 17 day of April, 2002, the day this instrument shall be filed with the Clerk of the city or town where the Debtor is located, by and between MT Technology, Incorporated, formerly known as Mosaic Technologies, Inc., a Delaware corporation duly established by law and having a usual place of business at 303 Bear Hill Road, Waltham, Massachusetts 02451 (hereinafter referred to as the "Debtor"), and Bruce F. Smith, of One Financial Center, Boston, Massachusetts 02111 (hereinafter referred to as the "Assignee").

**WITNESSETH:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Debtor does hereby grant, bargain, sell, convey, assign, transfer and set over unto the said Assignee all and singular the property, and estate of whatever nature, both real and personal, wherever situated, to which the Debtor is entitled, and not exempt from attachment by the law of its locus, including but not limited to all land, buildings, machines, merchandise, fixtures, inventory, office equipment and supplies, patents, trademarks, licenses, trade names, secret processes and formulae, stocks, bills, notes, assets, judgments, suits of law or in equity, accounts receivable, or other choses in action, and all deeds, books of account, evidence of title and papers relating to the business dealings and property of the Debtor. All mail of all classes, all parcel post and express material, all telegrams, radiograms and other communications otherwise deliverable to the assignor shall be delivered to the Assignee or as he may in writing direct.

**TO HAVE AND TO HOLD** the said real and personal estate and choses in action (hereinafter called the Trust Property) to the said Assignee, his heirs, executors, administrators,

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successors and assigns, to his own use and behoof forever, in trust nevertheless, for the purpose of and subject to the provisions hereinafter set forth. And the said Debtor does hereby covenant with the said Assignee that it will, whenever requested, give him all information in its power concerning the property hereby assigned, and will execute, acknowledge and deliver to the said Assignee at the cost of said Debtor, wherever requested, any further instrument or instruments that said Assignee thinks necessary or proper to carry out the true intent and purpose of these presents. In addition, the Debtor further agrees to execute and submit any and all tax returns that may be required by any taxing authority, federal and/or state, for purposes of ascertaining and establishing the tax liability of the Debtor, and to execute and submit any and all documents necessary for the dissolution of the Debtor.

The Assignee by writing recorded where this indenture is recorded, as an amendment thereto, may at any time refuse to accept any property or right hereunder which in his opinion is by law exempt from attachment or is onerous, unprofitable or burdensome rather than beneficial to the trust estate; thereupon all title hereto by him hereunder acquired shall revert in the Debtor as though never included herein, and as to that property or right the said Assignee shall have no right or obligation. And the said Debtor does hereby appoint the said Assignee, and his successors, agents, employees, and representatives under their trust, the attorney and attorneys irrevocable of said Debtor, and with power irrevocable and coupled with an interest with the power of substitution, in the name of said Debtor, but to use and at cost of the Assignee, to begin or carry on any suit, execute, seal, acknowledge, and deliver any instrument, and do any other act or thing, in each case necessary or proper to obtain legal title to or possession of or to realize on, manage, pledge, mortgage, and dispose of the Trust Property or any part thereof, or to carry out the true intent and purpose of this instrument.

This assignment is made upon the trusts and subject to the provisions following; to wit:

**FIRST:** The Assignee, in the interest of creditors, shall hold and manage the Trust Property, receive and collect the rents, income, and proceeds thereof and convert the said Trust Property into money as rapidly as he may think expedient and in such manner as he may think best.

**SECOND:** The Assignee shall have the power, in the execution of the trust, from time to time, to sell, lease, mortgage, or pledge all or any part or parts of the Trust Property and/or to grant licenses thereunder at public or private sale for cash or on credit or any other good consideration, on such terms as he thinks fit, and to convey and transfer the same by good and sufficient deeds or other instruments to the purchaser or purchasers, free from any trust, and no such purchaser shall in any event be responsible for the application of the purchase money or other consideration; and the said Assignee may buy in, rescind, or vary any such contract of sale, and resell any such property, without being answerable for any loss occasioned thereby.

**THIRD:** Said Assignee may, if and so far as he may deem it advisable for the orderly liquidation of the trust estate as a going business, as well as to ensure reasonable liquidation value thereof, continue and carry on the business of the Debtor or any part thereof, and for that purpose only use any part of the Trust Property, and make any payments therefrom or from the proceeds thereof, and purchase any goods or materials and pay therefor with any money in his hands as such Assignee or purchase the same on credit and render said trust property liable for the price thereof.

**FOURTH:** Said Assignee may pay from said Trust Property from time to time any sums that he may deem expedient to protect and preserve said trust property, including payment for

repairs, balances due from property purchased by the Debtor under conditional sales, premiums for fire and other insurance, interest or encumbrances, wages of watchmen and caretakers, charges for storage, and other expenses which he may deem to be for the benefit of said trust property, and including any wages due to employees entitled to a priority under the provisions of the United States Bankruptcy Code at the time of the making of this assignment so far as said Assignee may, in his discretion, deem said payments reasonable to protect and preserve said business, or any part of the trust estate.

**FIFTH:** *Said Debtor does hereby appoint the Assignee as its true and lawful attorney for it and in its name and on its behalf to sign, seal, acknowledge, and deliver, and cause to be recorded, if necessary, all documents and instruments that, in the Assignee's sole discretion, he deems necessary or advisable to fulfill his obligations under this Assignment. Without in any way limiting the generality of the foregoing, the Debtor hereby gives and grants unto the Assignee full power and general authority to do and perform each and every act and thing whatsoever that is necessary to be done, as fully as the Debtor might or could do, and the Debtor hereby ratifies and confirms all decisions and acts that the Assignee shall make, do, or cause to be done by virtue of this Power of Attorney. By the foregoing, the Debtor means and intends to grant the Assignee a durable power of attorney under the laws of the Commonwealth of Massachusetts. Without limiting the generality of the foregoing, the Assignee is expressly authorized to institute and prosecute all suits or legal proceedings, either under the laws of any state or under the laws of the United States, which he may think proper, including the filing of a voluntary bankruptcy proceeding on behalf of the Debtor under 11 U.S.C. § 301 and/or for the recovery of any property belonging or supposed to belong to or any debt or debts due or supposed to be due to the Debtor and may defend all suits or legal proceedings brought to*

recover any property hereby transferred to him and may compromise, compound, or refer to arbitration such suit or legal proceeding or claim or demand by or against him or arising out of the execution of this trust, on such terms as he may think fit and may pay all costs, charges, expenses, and liabilities so incurred from said Trust Property.

SIXTH: Said Assignee may, in his discretion, from time to time, from said trust property or the proceeds thereof, pay and discharge any claims for taxes, whether municipal, state, or federal, now existing or hereafter arising, and may pay to any person having a mortgage, lien, attachment, or other security upon said Trust Property, or any part thereof, any sum he may deem expedient in order to secure the relinquishment thereof, and may cause such mortgage, lien, attachment, or other security to be discharged, or to be assigned to, or otherwise kept in full force for him, and for the benefit of said Trust Property and may satisfy and discharge any other debt or debts due by said Debtor which he may deem expedient for the benefit of the trust. Said Assignee may in his discretion, and in compliance with any federal, state or local law, ordinance, or regulation, satisfy or anticipate any lien claim or requirement of any federal, state, or local authority regarding the disposal or removal of any toxic waste, chemicals, materials, or polluted substances, regardless of whether or not such lien is perfected, if the Debtor is or was under the compulsion of law to comply with the above applicable rules and regulations regarding liability to undertake such a clean-up, removal, or disposal or to reimburse any regulating authority for the cost of same.

SEVENTH: Said Assignee may make payment or do or omit another act upon such evidence of existence of any fact necessary to authorize such act or omission as he may deem satisfactory, and shall incur no liability thereby. Any receipt or acquittance given by said

Assignee shall be a sufficient discharge in favor of the person to whom it is given, and no person dealing with said Assignee shall under any circumstances be bound to ascertain or inquire as to any fact or event or purpose justifying the exercise of any power herein conferred upon said Assignee or the propriety or regularity of any exercise of or act purporting to be an exercise of any such power.

**EIGHTH:** Any person having any debt or claim that would be provable in bankruptcy against the estate of said Debtor, under the bankruptcy laws of the United States, may become a party to this instrument to the extent of such provable claim as an assenting creditor, by executing the same or any copy thereof, or by specifically assenting to the same in writing in form satisfactory to the Assignee within four (4) months after the date hereof, or within such further time as said Assignee may fix; and said Assignee may from time to time, as often as he may think fit, extend such time by notice in writing and may at any time in his discretion permit any creditor to become a party hereto though no such extension of time has been made by them. The Assignee may, in his discretion, refuse to disclose the content of the Debtor's list of creditors to any party requesting the same insofar as the disclosure of the same would be detrimental to the administration of the Debtor's estate and to the interest of the several creditors.

**NINTH:** Any person secondarily liable as endorser or otherwise on any note, draft, acceptance, or other obligation in which any assignor is primarily liable may become a party to this instrument as an assenting creditor, according to the terms hereof, provided such person has taken up and become a legal holder and owner of such note, draft, acceptance, or obligation, not less than thirty (30) days before any dividend shall be declared hereunder, and provided that no



prior holder or owner of such note, draft, acceptance, or other obligation has, in respect thereto, become a party to this instrument as an assenting creditor.

**TENTH:** Said Assignee shall determine the amounts of debts or claims of each of the several creditors, respectively due from the Debtor, that would have been provable in bankruptcy against the said Debtor. Such amounts shall be computed as if payable on the day of the date hereof, adding or deducting interest, as the legal requirements of the case may be. Said Assignee may for this purpose require the several creditors to verify their claims by affidavit or other evidence satisfactory to the Assignee and may refer any disputed claim to arbitration in such manner as he may think fit, and make any compromise or agreement as to the amount thereof as he may think expedient.

**ELEVENTH:** In case any creditor has any security for this debt by lien or encumbrance, except by attachment upon any part of the trust property made less than ninety (90) days before the date of this instrument, said Assignee shall deduct the value of such security, determined by sale or otherwise, from such debt or claim, and the balance shall be deemed, for the purposes of this instrument, the amount due such creditor; or said Assignee may accept a surrender of such security, and ascertain the amount due without any such deduction. In case of security by attachment made less than ninety days before the date of this instrument upon any part of said Trust Property, such creditors shall relinquish said attachment, or continue the same for the benefit of said Assignee, and permit him to enforce the same for the benefit of the trust estate; and otherwise no part of the claim secured by said attachment shall be allowed by said Assignee, and such creditor shall not be entitled to any rights hereunder in respect thereof; but said

Assignee may, pursuant to Article Sixth above, pay any sum, for costs or otherwise, necessary to secure the relinquishment of such attachment.

**TWELFTH:** After paying from said Trust Property, or the proceeds, thereof, all the costs, charges, and expenses incurred in the execution of this trust, including counsel fees, said Assignee shall pay therefrom: (1) all wages, taxes, debts, and claims entitled to priority under applicable state law and/or the bankruptcy laws of the United States, in order of such priority under applicable state law and/or the bankruptcy laws of the United States, in full, or, if the property is insufficient to pay any class in full, then pro rata among those claims; and (2) after such preferred payments, the amounts ascertained to be due the several creditors not entitled to priority of payment shall be made according to said bankruptcy laws.

**THIRTEENTH:** Said Assignee may make the payments provided for by either paying dividends from time to time as he shall think fit or making a single distribution when all of said property has been converted into money, and shall so far as practical assist the Debtor, and also the several creditors hereunder, to arrive at a satisfactory compromise or settlement of the debts owing by said Debtor, and is authorized to make payments in such manner and at such times as may hereinafter be mutually agreed upon in such compromise agreement between the Debtor and the said several creditors, if any shall be made.

**FOURTEENTH:** In the event that either a voluntary or an involuntary petition in bankruptcy is filed regarding said Debtor within ninety (90) days after the date of this instrument, and an adjudication is had in the proceedings therein, or in case a trustee is appointed therein by the Bankruptcy Court prior to adjudication, or if the proceedings for relief under the bankruptcy laws of the United States are filed by the Debtor by way of petition or answer within

four (4) months after the date hereof, and the court accepts and retains control of said proceedings, the Assignee hereunder shall deliver and transfer to any such receiver or the trustee or trustees or other person entitled thereto so much of the Trust Property in his hands as such receiver or trustee or trustees or such other person may by law be entitled to recover, except any property that said Assignee hereunder could not effectively transfer, reserving, however, such sums as are necessary to pay all reasonable expenses then already incurred in the execution of this trust, and to indemnify said Assignee against all liabilities then outstanding arising from this trust. And thereupon the trust hereby created shall cease except as to the property, if any, not so transferred.

**FIFTEENTH:** If the Debtor is a corporation, then in the event of the entry of an order within ninety (90) days from the date hereof approving the filing by the Debtor of a petition or answer in proceedings under the provisions of the bankruptcy laws of the United States, as amended, the Assignee shall transfer and deliver such property and proceeds as may then be in his hands, excepting any property which he cannot effectively transfer, to the Debtor or trustee or trustees or person or persons entitled thereto, reserving, however, to the extent allowed by bankruptcy laws, such sums as necessary to pay all reasonable expenses then already incurred in the execution of this trust, and to indemnify said Assignee against all liabilities then outstanding arising from this trust. Thereupon the trust hereby created shall cease except as to the property, if any not so transferred.

**SIXTEENTH:** No assignee under this instrument whether named herein or afterwards appointed as hereinafter provided, shall be liable for more money or property than he shall actually receive, or for any act or omission of a co-assignee, if any, or of any agent or servant

employed by said Assignee, or in any event be liable, nor shall any Assignee be bound to give any bond or security for the performance of this trust.

**SEVENTEENTH:** Any Assignee under this instrument may at any time, by instrument in writing and under seal, resign his trust, and upon such resignation taking effect, as hereinafter provided, shall be relieved of any further duties, and cease to have any further powers as Assignee hereunder. Any sole Assignee hereunder shall, before resigning his trust, appoint a successor Assignee as hereafter provided. In case of such resignation, or of a vacancy arising by death or inability to act, the remaining or successor Assignee or Assignees and, if none, then a majority in value of the assenting creditors may by instrument in writing under seal, appoint a successor to fill such vacancy. The Assignee hereunder may, at any time, in his discretion, in like manner appoint one or more co-assignees to act with him. Every resignation of any assignee and appointment of a new assignee shall be recorded wherever this instrument is recorded and shall not take effect until so recorded. Upon the appointment of any person as an assignee as above provided, such person shall forthwith upon written acceptance of this trust become entitled to all the estates, interests, rights, privileges and powers, and subject to all the liabilities and duties, herein provided, solely or jointly with any other person or persons then entitled as Assignee or Assignees hereunder as the case may be, without any further conveyance or deed; but any Assignee ceasing to act, and the heirs, executors and administrators of any deceased Assignee, shall upon written request execute any further instrument that may be deemed expedient to completely vest title in any newly appointed Assignee.

**EIGHTEENTH:** The said Assignee hereby accepts the trust created by this instrument and hereby covenants for himself and his executors, heirs and administrators, with the other

parties hereto, that he will faithfully perform said trust, and that, upon ceasing to act as such Assignee, or his heirs, executors or administrators will, if requested, execute at the expense of said trust estate any instruments that may be deemed expedient to completely vest their title in any newly appointed Assignee or Assignees.

**NINETEENTH:** Each of the assenting creditors, becoming such as provided in Article Eight above, by becoming a party hereto, and in consideration of the terms hereof, covenants to accept and take, and does accept and take, in full satisfaction and discharge of all debts and claims provable or allowable under the terms of this instrument, the sum or sums that may become payable to him hereunder, and releases said Debtor from every such debt or claim, and these presents may be pleaded in bar in any proceeding to enforce any such debt or claim. Further, each of the assenting creditors covenants, upon request from Assignee, to discontinue any suit or proceeding pending against said Debtor, or to permit the Assignee to prosecute the same for the benefit of the trust if he shall so elect; provided, however, that this covenant and release shall in no way affect the liability to such creditor of any person other than the Debtor liable for any such debt or claim contingently or absolutely or jointly with said Debtor, or the right of said creditor to proceed or continue proceedings against such other persons; and provided further that, in case of proceedings in bankruptcy, as provided in Articles Fourteenth and Fifteenth above, this release and these covenants shall be void except as to the amount of any sum actually received hereunder. And each of the said assenting creditors further covenants as aforesaid not to transfer, after accepting this assignment, any negotiable instrument on which the Debtor is liable, without endorsing thereon a memorandum that the same is subject to this Assignment.

**TWENTIETH:** Addenda, if any, to this indenture, signed by the Debtor and Assignee, are incorporated herein by reference and made a part hereof. All the provisions of this instrument shall be binding on and in favor the of several heirs, administrators, successors, and assigns of the several persons, partnerships, corporations, or other entities, parties hereto. In the construction of this instrument, the words "Debtor," "Assignee" and "assenting creditors," and the pronouns referring thereto, shall be read in the singular or plural number and in the masculine or feminine gender, or as referring to a corporation, as the facts and context may require or admit. The word "Assignee," wherever written or referred to, although expressed in singular number, shall apply to one or more Assignees and his respective heirs, executors, administrators, successors, and assigns, and in the event a corporation is Assignee, shall apply to such corporation, its successors and assigns. The word "Debtor," wherever written or referred to, shall include only MT Technology, Incorporated. This Assignment shall be deemed effective upon the acceptance by the Assignee.

**TWENTY-FIRST:** This Assignment and the Assignee's duties hereunder shall be governed by the laws of the Commonwealth of Massachusetts, and the Debtor, the Assignee, and all creditors joining this Assignment by assent consent to the jurisdiction of the Courts of the Commonwealth of Massachusetts and all federal courts sitting therein with regard to all matters arising out of or related to this Assignment.

**TWENTY-SECOND:** The Debtor and the Assignee and all creditors joining this Assignment by assent agree that this Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Assignment and that

this Assignment supercedes and replaces any prior or contemporaneous agreements or understandings, either oral or written, concerning the subject matter of this Assignment.

IN WITNESS WHEREOF, the said MT Technology, Incorporated and Bruce F. Smith and the assenting creditors executing this instrument have, except as such are corporations, set their hands and common seal as their own, and each of said parties that is a corporation has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by the officer of said corporation named as executing the same for it, such officer being thereunto duly authorized, this day and year first above written.

This instrument, under seal, to be three original counterparts all of like tenor, and together constituting one indenture.

ASSIGNEE: MT TECHNOLOGY, INCORPORATED

Bruce F. Smith  
Bruce F. Smith  
Accepted this 18<sup>th</sup> day  
of April, 2002.

By: Pieter J. Schiller  
Name: Pieter J. Schiller  
Title: Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 17, 2001

Then personally appeared the above named Pieter J. Schiller,  
DIRECTOR (title) of MT Technology, Incorporated, and acknowledged  
this instrument to be his and the corporation's free act and deed, before me.

Janet L. Johnson  
Notary Public  
My commission expires: 9/23/2005

**ASSIGNED PATENT RIGHTS**

Patent/ Patent Application No.	Publication/ Grant Date	Reel/ Frame	Assignment Recordation Date	Title
US 5,641,658	06/24/1997	007197/0962	11/18/1994	Method for Performing Amplification of Nucleic Acid With Two Primers Bound to a Single Solid Support
US 6,090,592	07/18/2000	010141/0201	08/05/1999	Method for Performing Amplification of Nucleic Acid on Supports
US 6,468,751	10/22/2002			Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
WO1996/004404	02/15/1996			Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
JP 10505492T2	06/02/1998			Method for Performing Amplification of Nucleic Acid With Two Primers Bound to a Single Solid Support
EP 0784701	04/24/2002			Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
DE 69626511D	05/29/2002			Eine Methode Und Ein Geraet Fuer Die Durchfubhrung Einer Vervielfaeltigung Von Nukleinsaecuren an Traegern
CA 2196604A1	02/15/1996			Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
AU 6146098A1	09/08/1998			Method and Apparatus for Performing Amplification of Nucleic Acid on Supports
AT 0216729E	05/15/2002			Method and Apparatus for Performing Amplification of Nucleic Acid On Supports
GB: EP (UK) 0784701				Method and Apparatus for Performing Amplification of Nucleic Acid On Supports
US 09/969,287 (US20020061532)		013318/0037	09/23/2002	Method and apparatus for performing amplification of nucleic acids on supports
US 6,060,288	05/09/2000	008588/0784	07/07/1997	Method and apparatus for performing amplification of nucleic acids on supports
WO199836094 A1	08/20/1998			Method and apparatus for performing amplification of nucleic acids on supports
US20020132245	04/17/2002			Solid phase methods for amplifying multiple nucleic acids

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