

02-15-2007

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



103372675

T

2007 FEB 12 AM 9:55

To the Director of the U.S. Patent and Trademark Office, please record the attached documents of the following address(es) below:

1. Name of conveying party(ies)

Keith A. Kretz (a)

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 4/15/03 (a)

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Diversa Corporation

Internal Address: _____

Street Address: 4955 Directors Place

City: San Diego

State: California

Country: USA Zip: 92121

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/384,670

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gregory W. Warren

Internal Address: Syngenta Biotechnology, Inc.

Street Address: 3054 East Cornwallis Road

City: Research Triangle Park

State: NC Zip: 27709

Phone Number: 919-541-8646

Fax Number: 919-541-8689

Email Address: greg.warren@syngenta.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 0681
Expiration Date 7/10

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Gregory W. Warren
Signature

2/9/07
Date

Gregory W. Warren, reg. No. 48,385

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 018918 FRAME: 0164

ASSIGNMENT

WHEREAS, the Undersigned has developed certain inventions described in U.S. patent application titled:

MICROBIALY EXPRESSED THERMOTOLERANT PHYTASE FOR ANIMAL FEED

filed on **December 30, 2002, U.S. Application No. 10/334,672**; and has full right to convey their entire interest, both legal and equitable, in and to said inventions free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, **Diversa Corporation**, having its principal place of business at 4955 Directors Place, San Diego, California 92121, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

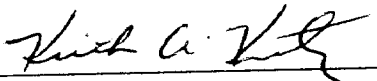
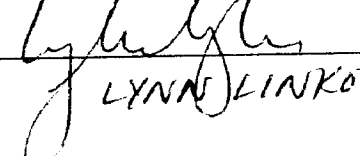
NOW, THEREFORE, in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Undersigned, the Undersigned hereby sells, assigns and transfers unto said ASSIGNEE, its successors and assigns, their entire right, title and interest in and to said invention or inventions, as described in the aforesaid application and all applications resulting therefrom, including any and all divisions, continuations, continuations in part, substitute applications, and reissues or extensions thereof; and all resulting patents.

AND the Undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said ASSIGNEE or its successors and assigns; the Undersigned agree(s) that the agent of record in said application shall hereinafter act on behalf of said ASSIGNEE.

AND, the Undersigned further agrees, without any further payment or compensation by said ASSIGNEE or its successors and assigns, to communicate to said ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid said ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

Each of the undersigned hereby authorizes Ropes & Gray, of One International Place, Boston, MA 02110, to insert hereon any further identification information necessary or desirable for recordation of this document.

Inventor(s)Date SignedWitness(es)

1.  4/15/03 
~~Keith Kretz~~ LYNN LINKOWSKI
Keith A. Kretz
#4/15/03