

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dennis Murphy</td> <td>06/28/2001</td> </tr> <tr> <td>John Reid</td> <td>07/02/2001</td> </tr> <tr> <td>Dan E Robertson</td> <td>01/20/2006</td> </tr> </tbody> </table>		Name	Execution Date	Dennis Murphy	06/28/2001	John Reid	07/02/2001	Dan E Robertson	01/20/2006
Name	Execution Date								
Dennis Murphy	06/28/2001								
John Reid	07/02/2001								
Dan E Robertson	01/20/2006								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	Diversa Corporation								
<b>Street Address:</b>	4955 Directors Place								
<b>City:</b>	San Diego								
<b>State/Country:</b>	CALIFORNIA								
<b>Postal Code:</b>	92121								
<b>PROPERTY NUMBERS Total: 1</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7056691</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7056691				
Property Type	Number								
Patent Number:	7056691								
<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(858)526-5796								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	8585265296								
<b>Email:</b>	brian.siddons@verenium.com								
<b>Correspondent Name:</b>	Verenium Corporation								
<b>Address Line 1:</b>	Intellectual Property Department								
<b>Address Line 2:</b>	P.O. Box 910550								
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121								
<b>ATTORNEY DOCKET NUMBER:</b>	D1120-12US INVS TO DVSA								
<b>NAME OF SUBMITTER:</b>	Brian W Siddons								

CH \$40.00 7056691

Total Attachments: 7  
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**PATENT**

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ASSIGNMENT  
(BY INVENTOR(S))

This assignment ("Assignment") is made by DENNIS MURPHY, of Malvern, Pennsylvania and JOHN REID, of Ardmore, Pennsylvania (collectively, the "Assignors") to DIVERSA CORPORATION, a Delaware corporation ("Assignee"), having a place of business at 4955 Directors Place; San Diego, California 92121.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **ENZYMES HAVING ALPHA-GALACTOSIDASE ACTIVITY AND METHODS OF USE THEREOF** for which an application for United States Letters Patent was filed on JUNE 20, 2001 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No. 09/886,400.

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

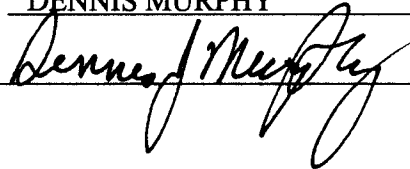
5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Agreement shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

In the Application of  
Murphy et al  
Filed: June 20, 2001

PATENT  
Attorney Docket No.: DIVER1120-4

IN WITNESS WHEREOF, each of the Assignors has executed this  
Assignment on the date(s) provided below.

1.  
Date: June 28, 2001

Assignor: DENNIS MURPHY  
Signature: 

2.  
Date: \_\_\_\_\_

Assignor: JOHN REID  
Signature: \_\_\_\_\_

In the Application of  
Murphy et al  
Filed: June 20, 2001

PATENT  
Attorney Docket No.:DIVER1120-4

IN WITNESS WHEREOF, each of the Assignors has executed this  
Assignment on the date(s) provided below.

1. Assignor : DENNIS MURPHY

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Assignor : JOHN REID

Date: July 2, 2001 Signature: John Reid

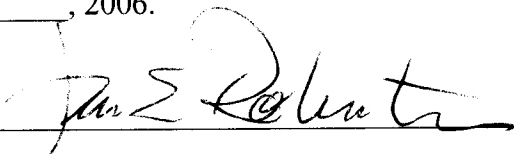
ASSIGNMENT

For valuable consideration, I, Dan E. ROBERTSON of 6332 Oleander Way, San Diego, California 92130 hereby assign to DIVERSA CORPORATION, a Delaware corporation having a place of business at 4955 Directors Place, San Diego, California 92121-1609 and its successors and assigns (collectively hereinafter called the "Assignee"), the entire right, title and interest throughout the world in the invention(s) and improvement(s) which are subject of a United States Patent Application entitled ALPHA-GALACTOSIDASES AND METHODS FOR MAKING AND USING THEM (AMENDED), filed June 20, 2001, assigned serial number 09/886,400, and any corresponding applications for United States patents signed by me, I authorize and request the attorney(s) appointed in said application to hereafter complete this Assignment by inserting above the filing date and serial number of future related applications when known and to insert on this Assignment any further identification, including 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; and I authorize and request the attorney(s) appointed in said application to hereafter insert the filing date(s) and serial number(s) of related converted provisional applications, nonprovisional applications converted to provisional applications, continuations, divisionals, continuations-in-part (CIPs), reissues, reexaminations, and international applications when known. This Assignment includes the application(s) cited herein and any and all related United States patent applications, including converted provisional applications, nonprovisional applications converted to provisional applications, divisionals, reissues, reexaminations, continuations, CIPS, any and all United States and foreign patents, utility models, and design registrations granted for any of said invention(s) or improvement(s), and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my/our name/s or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said invention(s) and improvement(s); and I agree for myself and my respective heirs, legal representatives, successors and assigns, without further compensation to perform such lawful acts and to sign such further



applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this Assignment.

In Witness Whereof, I hereto set my hand and seal at SAN DIEGO, this  
20 day of JANUARY, 2006.

  
\_\_\_\_\_  
Dan E. ROBERTSON