

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dan E. Robertson	04/01/2008
RECEIVING PARTY DATA	
Name:	Verenium Corporation
Street Address:	4955 Directors Place
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-1609
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7078035
CORRESPONDENCE DATA	
Fax Number:	(858)526-5796
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-526-5296
Email:	rick.delatorre@verenium.com
Correspondent Name:	Verenium Corporation
Address Line 1:	P.O.Box 910550
Address Line 2:	Intellectual Property Department
Address Line 4:	San Diego, CALIFORNIA 92191-0550
ATTORNEY DOCKET NUMBER:	D1390-9US (SHORT-VRNM)
NAME OF SUBMITTER:	Brian W. Siddons
Total Attachments: 3 source=2008-04-01 - Assignment -Robertson to VRNM (D1370-9US)#page1.tif source=2008-04-01 - Assignment -Robertson to VRNM (D1370-9US)#page2.tif source=2008-04-01 - Assignment -Robertson to VRNM (D1370-9US)#page3.tif	

CH 7078035 \$40.00

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PATENT
REEL: 021617 FRAME: 0442

This Assignment effective the 24th day of May, 2002.

ASSIGNMENT

This Assignment by:

Dan E. ROBERTSON

244 Lake Street, Belmont, MA 02478, United States of America

(hereinafter referred to as the "Assignor"), witnesseth:

WHEREAS, said Assignor has invented certain new and useful inventions and/or improvements (hereinafter referred to as the "Inventions") set forth in and the subject of

a United States Patent Application, naming the Assignor listed above as the sole inventor, entitled

PHYTASES, NUCLEIC ACIDS ENCODING THEM AND METHODS FOR MAKING AND USING THEM

filed as Application Number **10/156,660** on **May 24, 2002**, and issued as **US 7,078,035** on **July 18, 2006**.

identified by attorney docket number **D1370-9US**;

WHEREAS,

VERENIUM CORPORATION (previously named Diversa Corporation), a corporation duly organized under and pursuant to the laws of the state of Delaware, and having a mailing address and a place of business at 4955 Directors Place, San Diego, California 92121-1609, United States of America, and corporate headquarters at 55 Cambridge Parkway, Cambridge, Massachusetts 02142, United States of America,

is desirous of acquiring the entire right, title and interest throughout the world in and to

said Inventions;

said United States Patent Application;

any International Patent Application;

any national or regional phase patent applications from said patent applications (including applications under the European Patent Convention and national patent applications in the United

States of America (including any nonprovisional applications converted to provisional applications, divisionals, continuations and continuations-in-part of said applications), or any other patent applications claiming the benefit of priority of said applications),

any Letters Patent issued or granted from said patent applications by any national, regional or international patent-granting authority, including the United States Patent and Trademark Office, (including any reexamination and reissue applications of said Letters Patent, and any continuations or divisionals of said reexamination or reissue applications); and

all Convention or Treaty rights arising from said inventions, patent applications or Letters Patent, including without limitation, all rights under the Paris Convention for the Protection of Industrial Property, as currently revised and amended (including utility model and design protection);

NOW, THEREFORE, in consideration of good, valuable and sufficient consideration, the receipt of which is hereby acknowledged,

said Assignor by these presents do sell, assign, transfer and set over unto Verenum Corporation, its successors, legal representatives and assigns (hereinafter collectively referred to as the "Assignee"), the entire and exclusive right, title and interest throughout the world in and to said Inventions, said patent applications, any said Letters Patent, and said related rights to be vested, held, enjoyed by and for the use of said Assignee, to the full end of the terms for which each of said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by said Assignor, had this Assignment not been made;

AND for the same consideration, said Assignor hereby covenants and agrees to, and with said Assignee that,

said Assignor is a lawful owner of the entire right, title and interest throughout the world in and to said Inventions, said patent applications, any said Letters Patent; and that the same are unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, that whenever counsel of said Assignee shall advise that any proceeding in connection with said Inventions, patent applications, Letters Patent and related rights (including interference proceedings) is lawful and desirable,

to effectuate fully this Assignment, said Assignor shall sign all papers and documents, take all lawful oaths and do all acts necessary or required for the procurement, maintenance, enforcement or defense of said Letters Patent (including further reissue applications, assignments and preliminary statements) and to fully and properly vest, perfect, record and maintain the rights and title in said Letters Patent, without charge by said Assignor to said Assignee, but at reasonable cost and expense to said Assignee.

If for any reason said Assignee is unable to secure the Assignor's signature to any papers or documents described in the immediately preceding section, Assignor hereby irrevocably designates and appoints said Assignee and its representatives as said Assignor's agents and attorneys-in-fact to execute said papers or documents on behalf and instead of said Assignor, all with the same legal force and effect as if executed by said Assignor.

Assignor hereby authorizes the Assignee to apply in all countries and patent-granting authorities in Assignor's name or in the name of the Assignee for said patent applications and said related rights.

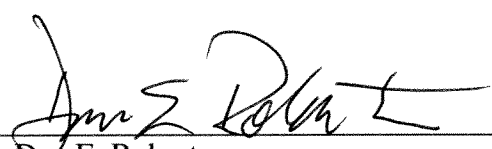
The Assignor hereby requests and authorizes the Assignee or the Assignee's authorized representatives in the United States or abroad to complete hereafter this Assignment by inserting, as needed, the serial numbers, filing dates, patent numbers, or grant dates for the applications or patents identified above, and to correct any clerical errors that may be necessary or desirable to record this Assignment.

The Assignor hereby requests the Commissioner of Patents and/or the Director of the U.S. Patent and Trademark Office to issue said Letters Patent of the United States of America to said Assignee for the sole use of said Assignee.

This Assignment constitutes the entire agreement with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements concerning said subject matter. This Assignment shall be governed in all respects by the laws of the United States and the laws of the state of California. Each of the parties irrevocably consents, jointly and severally, to personal jurisdiction of the federal and state courts located in California.

This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document.

EXECUTION OF ASSIGNMENT

In witness whereof, I hereto set my hand and seal at	<u>Cambridge MA USA</u> (City, State, Country where executed)
this <u>1</u> day of <u>April</u> , 2008.	 Dan E. Robertson

