### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Nelson R. BARTON	01/27/2011
Tim S. HITCHMAN	02/03/2011
Jonathan D. LYON	01/27/2011
Eileen ODONOGHUE	01/28/2011
Mark A. WALL	01/27/2011

### 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
PCT Number:	US1051903

### **CORRESPONDENCE DATA**

Fax Number: (858)431-7270

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8584318588

Email: brian.siddons@verenium.com

Correspondent Name: Brian W. Siddons
Address Line 1: Verenium Corporation
Address Line 2: 4955 Directors Place

Address Line 4: San Diego, CALIFORNIA 92191-1609

ATTORNEY DOCKET NUMBER: D1250-6WO

NAME OF SUBMITTER: Brian W. Siddons

PATENT

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# Total Attachments: 8 source=2011-02-03 - Executed - Assignment (D1250-6WO)#page1.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page2.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page3.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page4.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page5.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page6.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page7.tif source=2011-02-03 - Executed - Assignment (D1250-6WO)#page8.tif

This Assignment effective the 8th of October, 2010

### ASSIGNMENT

This Assignment by:

Nelson R. BARTON, of 4955 Directors Place, San Diego, California 92121-1609, United States of America;

Tim S. HITCHMAN of 4955 Directors Place, San Diego, California 92121-1609, United States of America;

Jonathan D. LYON, of 4955 Directors Place, San Diego, California 92121-1609, United States of America;

Eileen ODONOGHUE, of 4955 Directors Place, San Diego, California 92121-1609, United States of America;

and

Mark A. WALL, of 4955 Directors Place, San Diego, California 92121-1609, United States of America;

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

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

an International Patent Application filed under the Patent Cooperation Treaty (PCT), which includes a designation of the United States of America, naming the Assignors listed above as inventors, entitled "PHOSPHOLIPASES, NUCLEIC ACIDS ENCODING THEM AND METHODS FOR MAKING AND USING THEM," filed on October 8, 2010, in a competent PCT receiving office as International Application Number PCT/US2010/051903;

WHEREAS.

**VERENIUM 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 International Patent Application;

any national or regional phase patent applications from said patent application (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

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applications), or any other patent applications claiming the benefit of priority of said application),

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 Assignors have and by these presents do sell, assign, transfer and set over unto **VERENIUM 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 Assignors, had this Assignment not been made;

AND for the same consideration, said Assignors hereby covenant and agree to and with said Assignee that,

said Assignors are the sole and lawful owners 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 Assignors have 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 Assignors hereby covenant and agree 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 Assignors 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 Assignors to said Assignee, but at reasonable cost and expense to said Assignee.

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If for any reason said Assignee is unable to secure an Assignor's signature to any papers or documents described in the immediately preceding section, each 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.

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

The Assignors hereby request and authorize 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 Assignors hereby request 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.

Assignment

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In witness whereof, I hereto set my hand and seal at SAN DIEGO CA (city, state where executed)		
this 27 day of January, 2011 (date) (month) (year)  Nelson R. BARTON		
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT		
State of California ) County of San Dieso )		
On 27 January 2011, before me, 13. Siddons, Notary Public,		
personally appeared Nelson R. BARTON, who proved to me on the basis of satisfactory		
evidence to be the person whose name is subscribed to the within instrument and acknowledged		
to me that he executed the same in his authorized capacity, and that by his signature on the		
instrument the person or the entity upon behalf of which the person acted, execute the		
instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the		
foregoing paragraph is true and correct.		
WITNESS my hand and official seal.  8. SIDDONS COMM. #1731776 m Many Public California SAN DEGO COLORTY Live Commit. Exa. Metch 16, 2011		
<u> </u>		
Notary Public Signature NOTARY PUBLIC SEAL		

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Assignment

PATENT REEL: 025745 FRAME: 0047

D1250-6WO

In witness whereof, I hereto set my hand and seal at  this 3 day of 7 nonth)  (city, state where executed)  Tim S. HITCHMAN	<u>.</u>
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT	~~~
State of	ry ed ne
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  B SIDDONS COMM. #1731776 PERMITTED COMM. #1731776 PERMITTED COMM. #1731776 PERMITTED COMM. #1731776 PERMITTED PROPERTY PUBLIC COMM. #1731776 PERMITTED PROPERTY PERMITTED	ne
Notary Public Signature NOTARY PUBLIC SEAL	

Assignment Page 5 of 8 D1250-6WO

In witness whereof, I hereto set		city, stark where executed)
this 27 day of (date)	(month) (year)	
	Jonathan I	LYON
CALIFORNIA	ALL-PURPOSE ACKNOWLE	DGMENT
State of California	)	
State of California  County of San Diego	)	
On 37 Tanuary 2011,	pefore me, <u>B Siddons</u>	, Notary Public,
On <u>27 Tanuary 2011</u> , before me, <u>B Siddons</u> , Notary Public, personally appeared <u>Jonathan D. LYON</u> , who proved to me on the basis of satisfactory		
evidence to be the person whose n		
to me that he executed the same	in his authorized capacity, and	that by his signature on the
instrument the person or the er	tity upon behalf of which the	e person acted, execute the
instrument.		
I certify under PENALTY OF P	ERJURY under the laws of the	State of California that the
foregoing paragraph is true and cor	rect.	
WITNESS my hand and official se		8. SICOC S CASSE 817C1776 Property Public Calonia SS AN OSSO CHANTY M. Ess. March 18, 2011 \$
73 QUL		
Notary Public Signature	NOTAR	RY PUBLIC SEAL
Assignment	Page 6 of 8	D1250-6WO

In witness whereof, I hereto set my hand and seal at (city, state where executed)		
this <u>28</u> day of <u>Januarly</u> , 2011 (month) (year)		
Eileen ODONOGHUE		
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT		
State of California ) County of San Diego )		
On 28 January 2011, before me, B. S. dons, Notary Public,		
personally appeared Eileen ODONOGHUE , who proved to me on the basis of satisfactory		
evidence to be the person whose name is subscribed to the within instrument and acknowledged		
to me that he executed the same in his authorized capacity, and that by his signature on the		
instrument the person or the entity upon behalf of which the person acted, execute the		
instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the		
foregoing paragraph is true and correct.		
WITNESS my hand and official seal.  8. SICOCONS COMM. 8:173:1778 Rotary Public Controls San Description San De		
15. Qi		
Notary Public Signature NOTARY PUBLIC SEAL		
Assignment Page 7 of 8 D1250-6WO		

In witness whereof, I hereto set my hand and seal at	Ban Diego CA	
,	(city, state where executed)	
this 27 day of analy, (date) (month)		
(date) (monțh)	(year)	
	MACNAL	
	Mark A. WALL	
CALIFORNIA ALL-PURPOSE A	CKNOWLEDGMENT	
_		
State of California		
State of <u>California</u> ) County of <u>San Diego</u>		
On 27 January 2011, before me, B.	Siddons, Notary Public,	
personally appeared Mark A. WALL, who p		
evidence to be the person whose name is subscribed to		
to me that he executed the same in his authorized c	apacity, and that by his signature on the	
instrument the person or the entity upon behalf of which the person acted, execute the		
instrument.		
I certify under PENALTY OF PERJURY under the	laws of the State of California that the	
foregoing paragraph is true and correct.		
WITNESS my hand and official seal.	B. SIDDONS COMM. 81791776	
	Notice y Public California Sun Desco County Sun Desco County Sun Count Exp. Merch 16, 2011	
201	the	
Notary Public Signature	NOTARY PUBLIC SEAL	
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RECORDED: 02/04/2011