

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Verenium Corporation	11/29/2010
RECEIVING PARTY DATA	
Name:	Microtek International Inc.
Street Address:	6761 Kirkpatrick Crescent
City:	Victoria, B.C.
State/Country:	CANADA
Name:	Microtek Research & Development Ltd.
Street Address:	6761 Kirkpatrick Crescent
City:	Victoria, B.C.
State/Country:	CANADA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11696131
CORRESPONDENCE DATA	
Fax Number:	(973)660-7973
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	joel.silver@pfizer.com
Correspondent Name:	Joel Silver
Address Line 1:	Five Giralda Farms
Address Line 4:	Madison, NEW JERSEY 07940
ATTORNEY DOCKET NUMBER:	PC35256A
NAME OF SUBMITTER:	Joel Silver

Total Attachments: 8
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ASSIGNMENT AGREEMENT

WHEREAS Verenium Corporation, a corporation incorporated pursuant to the laws of the State of Delaware having a place of business at 4955 Directors Place, San Diego, CA 92121, USA ("**Verenium**") is the owner and possessor of certain intellectual property, as more particularly described in Schedule "A" hereto;

WHEREAS Verenium entered into a mutual release and settlement agreement with Microtek International Inc. and Microtek Research & Development Ltd. (collectively, "**Microtek**"), both companies duly incorporated pursuant to the laws of the Province of British Columbia having a place of business at 6761 Kirkpatrick Crescent, Victoria, B.C., Canada (the "**Settlement**");

WHEREAS in connection with the Settlement, Verenium has agreed to assign to Microtek all of its worldwide rights, title and interest in and to the Transferred IP (as hereafter defined);

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. **Definitions.** In this Assignment Agreement, the following capitalized words and phrases shall have the following meanings:

"Transferred IP" means the patents and patent applications described in the Settlement, and as reproduced in Schedule "A" attached hereto..

2. **Assignment.** Verenium hereby sells, assigns and transfers to Microtek, free and clear and absolutely released and discharged from any encumbrances and liens of any nature or kind whatsoever, the entire right, title and interest, for Canada, the United States and all other countries and jurisdictions, in and to the Transferred IP.

3. **Prosecution and Further Assurances.** Verenium hereby agrees that Microtek may apply for and receive Letters Patent and re-issue patents for all patents and patent applications that may issue from the inventions and improvements included within the Transferred IP and that, when requested, at the expense of Microtek, to carry out in good faith the intent and purpose of this Assignment Agreement, the undersigned will execute all patent applications, assignments, powers of attorney and other papers and will communicate to Microtek all facts known to the undersigned relating to said inventions and improvements and the history thereof and generally do everything possible which Microtek shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements in Microtek. Verenium hereby irrevocably appoints Microtek as its attorney-in-fact for the execution and filing of all such documentation and further assurances as described in this paragraph.

4. **Issuance of Letters Patent.** Verenium hereby authorizes and requests the Commissioner of Patents for Canada, the United States and of all foreign countries to issue any Letters Patent granted for any invention or improvement disclosed in any patent applications that may emanate from the Transferred IP to Microtek as the assignee of the entire interest in and to said inventions or improvements.


5. **Representations and Warranties.** Verenium hereby represents and warrants to Microtek that it has full right, title and authority to convey the rights and property herein conveyed, and that: (i) no sale, assignment, grant, conveyance, license, mortgage, pledge, security interest, charge, encumbrance or other agreement affecting the rights and property herein conveyed has been made to others by it; and (ii) that no adverse claim or lien affecting the rights and property herein conveyed has arisen by operation of law.

6. **Successors and Assigns.** This Assignment Agreement may not be assigned by Verenium. This Assignment Agreement shall enure to the benefit of Microtek and its successors, assigns and legal representatives, and shall be binding on Verenium and its successors, heirs, executors, administrators and legal representatives.

7. **Independent Legal Advice.** The undersigned hereby acknowledges and agrees that: (a) it understands the terms of this Assignment Agreement and has been advised of its right to obtain independent legal advice with respect to its rights and obligations hereunder and by its signature hereunder acknowledges and confirms that it has either obtained such advice or waived its rights to such advice; and (b) it understands the nature and effect of its rights and obligations under this Assignment Agreement and acknowledges that it is fulfilling those obligations freely and voluntarily and as its own act and deed without any fear, threat, influence or compulsion of, from or by any person.


IN WITNESS WHEREOF the parties have executed this Assignment, effective as of May 13, 2010, this 30th day of November, 2010, at San Diego, California:

SIGNED, SEALED & DELIVERED
In the presence of:



Witness Name: Lynn Linkowski
Title: Patent Agent III
Work Address: 4955 Directors Place
San Diego, California 92121-1609

ASSIGNOR: VERENIUM CORPORATION

Per: 

Name: Jeffrey Black
Title: Chief Accounting Officer
I have authority to bind the
Corporation

this 29 day of November, 2010, at Kirkland, Quebec:

SIGNED, SEALED & DELIVERED
In the presence of:

ASSIGNEE:
MICROTEK INTERNATIONAL INC.

Per: [Signature]

Name: Darren Noseworthy
Title: Vice President, Legal Affairs
and Corporate Secretary

I have authority to bind the
Corporation

[Signature]

Witness Name: SILVANA DI PAOLO

Title: SR LEGAL ASSISTANT

Work Address:

17,300 TRANS CANADA HIGHWAY
KIRKLAND, QUEBEC H9T 2M5

SIGNED, SEALED & DELIVERED
In the presence of:

ASSIGNEE:
MICROTEK RESEARCH &
DEVELOPMENT LTD.

Per: [Signature]

Name: Darren Noseworthy
Title: Vice President, Legal Affairs
and Corporate Secretary

I have authority to bind the
Corporation

[Signature]

Witness Name: SILVANA DI PAOLO

Title: SR LEGAL ASSISTANT

Work Address:

17,300 TRANSCANADA HIGHWAY
KIRKLAND, QUEBEC H9T 2M5

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SCHEDULE "A"
TRANSFERRED IP

Improved Vaccines	CA	Pending	2,583,113
Improved Vaccines	GB	Published	0708705.9
Improved Vaccines	US	Published	11/696,131
Improved Vaccines	NO	Pending	2007 2253
Sea Lice Vaccines	CL	Pending	1736-2007
Sea Lice Vaccines	WO	Expired	PCT/US07/013922

CANADA)
PROVINCE OF QUEBEC)ss.:
IN THE TOWN OF KIRKLAND)

The foregoing instrument was acknowledged, subscribed and sworn before me this 29th day of November, 2010, by DARREN NOSEWORTHY, who acknowledged that he signed it on behalf of each of MICROTEK INTERNATIONAL INC. and MICROTEK RESEARCH & DEVELOPMENT LTD. with the authority to do so.

WITNESS my hand and official seal.

Mona Gelabi, notary (seal)
Notary Public



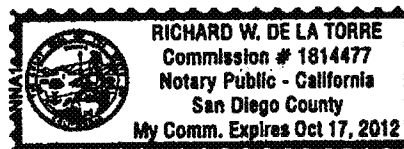
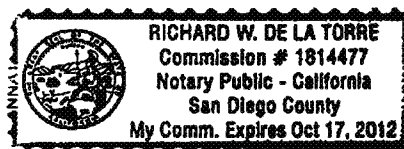
State of California)
County of San Diego)

On November 30th 2010, before me, Richard W. de la Torre, Notary Public, personally appeared Jeffrey Black, 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, executed 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.

Signature Richard W. de la Torre (Seal)



AFFIDAVIT OF EXECUTION

I, Mona Golabi, of the city of Montreal, in the Province of Quebec

MAKE OATH AND SAY/AFFIRM:

1. I am a subscribing witness to the attached instrument and was present and saw it executed at the Town of Kirkland, in the Province of Quebec by DARREN NOSEWORTHY on behalf of MICROTEK INTERNATIONAL INC. and MICROTEK RESEARCH & DEVELOPMENT LTD.
2. I verily believe that DARREN NOSEWORTHY, whose signature I witnessed, is the party who signed the attached instrument on behalf MICROTEK INTERNATIONAL INC. and MICROTEK RESEARCH & DEVELOPMENT LTD.
3. The instrument was executed on the 29th day of November, 2010, by the said DARREN NOSEWORTHY on behalf of MICROTEK INTERNATIONAL INC. and MICROTEK RESEARCH & DEVELOPMENT LTD.

SWORN/AFFIRMED BEFORE ME)
at the Town of Kirkland)
this 29th day of November, 2010.)

D. Di Paolo

Mona Golabi, notary (seal)
A Notary Public

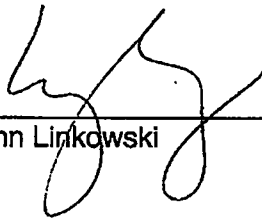


AFFIDAVIT OF EXECUTION

I, Lynn Linkowski, of the City of San Diego, in the State of California

MAKE OATH AND SAY/AFFIRM:

1. I am a subscribing witness to the attached instrument and was present and saw it executed at the County of San Diego, in the State of California by Jeffrey Black on behalf of VERENIUM CORPORATION.
2. I verily believe that Jeffrey Black, whose signature I witnessed, is the party who signed the attached instrument on behalf VERENIUM CORPORATION.
3. The instrument was executed on the 30th day of November, 2010, by Jeffrey Black on behalf of VERENIUM CORPORATION.

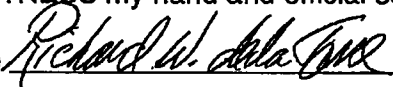


 Lynn Linkowski

State of California)
 County of San Diego)

Subscribed and sworn to (or affirmed) before me, Richard W. de la Torre, Notary Public, on this 30th day of November, 2010, by Lynn Linkowski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

Signature  (Seal)

