

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Jerzy Kakol</td><td>05/20/2011</td></tr><tr><td>Tobias Mann</td><td>05/17/2011</td></tr><tr><td>Timothy K. McDaniel</td><td>05/16/2011</td></tr></tbody></table>		Name	Execution Date	Jerzy Kakol	05/20/2011	Tobias Mann	05/17/2011	Timothy K. McDaniel	05/16/2011		
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>llumina, Inc.</td></tr><tr><td>Street Address:</td><td>9885 Towne Centre Drive</td></tr><tr><td>City:</td><td>San Diego</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92121</td></tr></table>		Name:	llumina, Inc.	Street Address:	9885 Towne Centre Drive	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12757805</td></tr></tbody></table>		Property Type	Number	Application Number:	12757805						
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Application Number:	12757805										
CORRESPONDENCE DATA											
Fax Number: (858)736-8428 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 8582024500											
Email: cfan@illumina.com											
Correspondent Name: Calvin Fan											
Address Line 1: 9885 Towne Centre Drive											
Address Line 4: San Diego, CALIFORNIA 92121											
ATTORNEY DOCKET NUMBER:	IP-0483-US										
NAME OF SUBMITTER:	Calvin Fan										
Total Attachments: 6 source=IP-0483-US_Assignment_signed#page1.tif source=IP-0483-US_Assignment_signed#page2.tif source=IP-0483-US_Assignment_signed#page3.tif source=IP-0483-US_Assignment_signed#page4.tif source=IP-0483-US_Assignment_signed#page5.tif source=IP-0483-US_Assignment_signed#page6.tif											

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PATENT
REEL: 026355 FRAME: 0001

Assignment of IP Rights to Illumina, Inc.
Assignors: Jerzy Kakol et al.
IP-0483-US

ASSIGNMENT OF IP RIGHTS TO ILLUMINA, INC.

WHEREAS, each one of the undersigned:

Name: **Jerzy Kakol**
Address: 10635 Matinal Circle
San Diego, CA 92127

Name: **Tobias Mann**
Address: 9885 Towne Centre Drive
San Diego, CA 92121

Name: **Timothy K. McDaniel**
Address: 9885 Towne Centre Drive
San Diego, CA 92121

(collectively "the Assignor/s") have made certain new and useful inventions, discoveries, and improvements (the "Inventions"), for which the Assignor/s filed the following application/s:

Illumina: **IP-0483-US**
Title: **NON-NATURALLY OCCURRING DNA SEQUENCES**
Ser. No. 12/757,805 Filed: April 9, 2010

and now desire/s to convey all right, title, and interest in:

- the Inventions,
- the application/s listed above, and any other applications for patent, design, utility model, certificate of invention, trademark, or trade dress, in any country or under any international or regional authority (e.g. WIPO/PCT, EPO, ARIPO, EAPO, OAPI), to the extent some or all of its subject matter is disclosed and entitled to the benefit of priority in the application/s listed above, including provisional, continuation, divisional, continuation-in-part, reissue, and reexamination applications (collectively "the Application/s"),
- the benefit of earlier filing date and right to claim priority to the Inventions and Application/s under applicable law and treaties, including the Paris Convention for the Protection of Industrial Property as revised and amended and 35 U.S.C. §§ 119, 120,
- any rights accrued by the publication of the Application/s, such as 35 U.S.C. § 154(d), Art. 67(1) EPC,

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- any Letters Patent or Certificates of Invention that may be issued or granted from the Application/s, including reissued patents, reexamination certificates, renewals, and any rights resulting from an extension or adjustment of patent term, and
- any rights arising from the Invention under laws and conventions protecting copyright, trademark, trade dress, or other industrial property,

(collectively, “the IP Rights”), and

WHEREAS Illumina, Inc., a Delaware corporation having a place of business at 9885 Towne Centre Drive, San Diego, California 92121, USA is desirous of acquiring the entire right, title, and interest for itself, its successors, and its assigns (collectively “the Assignee”) in the IP Rights by an instrument in writing, 35 U.S.C. § 261;

NOW, THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration, the receipt and sufficiency of which I/we hereby acknowledge and hereby waive the right to any additional compensation concerning the IP Rights:

I/we warrant and represent to the Assignee that I/we have the full right to convey my/our right, title, and interest in the IP Rights without encumbrance, and that I/we have not made any earlier assignment, license, grant, or mortgage to another, or made any agreement with another, that would affect my/our right, title, and interest in the IP Rights;

By this Assignment and by virtue of any earlier agreements to assign, I/we hereby assign, transfer, convey, and sell my/our entire right, title, and interest in the IP Rights to the Assignee, including any claims or causes of action for damages or other remedies arising out of any earlier violation of the IP Rights, for and to inure to the Assignee’s full benefit of the IP Rights as fully as they would have been held by me/us if this Assignment had not been made;

I/we authorize the Assignee and its legal representatives to:

- (a) insert into this Assignment any supplemental information to make the identification more complete for any of the Application/s or Letters Patent already listed above,
- (b) prosecute the Application/s, file new applications for the Invention/s, and do all acts permitted by law to protect and enforce the IP Rights,
- (c) request that Letters Patent and Certificates of Invention be issued and granted to and in the name of the Assignee by the issuing or granting authority, such as the U.S. Commissioner for Patents, 37 C.F.R. § 3.81; and

Assignment of IP Rights to Illumina, Inc.
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I/we agree with the Assignee that I/we and my/our legal representatives, heirs, and executors will perform all acts deemed necessary or desirable by the Assignee to permit and assist it to secure the entire right, title, and interest in the IP Rights so that the Assignee may benefit from this Assignment, including:

- (a) communicating to the Assignee all facts known to me/us that relate to the history and extent of my individual contribution to the IP Rights, including the circumstances of the conception of the invention and its development and reduction to practice, and furnishing supporting documents or items in my control,
- (b) assisting in the preparation of the Application/s and their prosecution by the Assignee, 37 C.F.R. § 3.71, and in the enforcement of the IP Rights, including making, executing, and delivering to the Assignee any other necessary documents, such as further application papers, declarations, affidavits, disclaimers, petitions, or assignments, and
- (c) assisting and cooperating in administrative and legal proceedings, including giving written and oral testimony,

so that these will be performed without further consideration, except for reasonable actual expenses to be reimbursed by the Assignee.

I/we further agree with the Assignee that I/we will not perform any future act, execute any subsequent document, or make any subsequent agreement with another person or party that conflicts with this Assignment, that purports to transfer any right, title, or interest in the IP Rights that are the subject of this Assignment, unless agreed to in writing by the Assignee or that prevents the Assignee from receiving the full benefit of the bargain under this Assignment.

If any provision of this Assignment is held invalid or unenforceable, that provision shall be enforced to the maximum extent permissible in order to put into effect the intent of the Assignor/s and the Assignee, and the remainder of this Assignment shall not be affected, but continue in full force and effect.

This document shall be executable by each Assignor in parts, and the Assignment will be effective and recordable for each Assignor as of the date of that Assignor's signature.

Assignment of IP Rights to Illumina, Inc.
Assignors: Jerzy Kakol et al.
IP-0483-US

In testimony of this Assignment, I am signing and dating this document below:

Name: **Jerzy Kakol**

Signature: _____

Date: _____

[Handwritten Signature]
5/20/2011

ACKNOWLEDGMENT

State of California
County of San Diego

On May 20, 2011 before me, Rosalyn M. Espejo, Notary Public
(insert name and title of the officer)

personally appeared Jerzy Kakol
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she they executed the same in
his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) 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 Rosalyn M. Espejo (Seal)



Assignment of IP Rights to Illumina, Inc.
Assignors: Jerzy Kakol et al.
IP-0483-US

In testimony of this Assignment, I am signing and dating this document below:

Name: **Tobias Mann**

Signature:



Date:

5/17/2011

ACKNOWLEDGMENT

State of California
County of San Diego

On May 17, 2011 before me, Rosalyn M. Espejo, Notary Public
(insert name and title of the officer)

personally appeared Tobias Mann
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) 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.

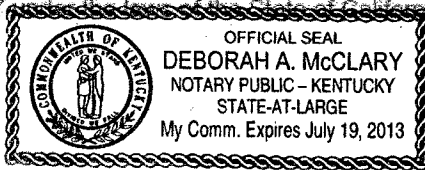
Signature Rosalyn M. Espejo (Seal)



Assignment of IP Rights to Illumina, Inc.
Assignors: Jerzy Kakol et al.
IP-0483-US

In testimony of this Assignment, I am signing and dating this document below:

Name: **Timothy K. McDaniel**
Signature: *Timothy K McDaniel*
Date: 5/16/11

ACKNOWLEDGMENT	
Kentucky	Notary State at Large
State of California	
County of <u>Fayette</u>	
On <u>May 16, 2011</u>	before me, <u>Deborah A McClary</u>
	<u>Timothy K. McDaniel Dm</u>
	(insert name and title of the officer)
personally appeared <u>Timothy K McDaniel</u>	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 <u>Deborah A McClary</u>	(Seal)