

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Genomatica, Inc.	09/14/2011
RECEIVING PARTY DATA	
Name:	GT Life Sciences, Inc.
Street Address:	10520 Wateridge Circle
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61155660
Application Number:	61244809
PCT Number:	US1000576
Application Number:	61377079
CORRESPONDENCE DATA	
Fax Number:	(858)314-1150
Phone:	858-314-1200
Email:	jwalz@jonesday.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	JONES DAY
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017-6702
NAME OF SUBMITTER:	Jessica L. Walz
Total Attachments: 3 source=Exhibit_2_Assignment_Agmt#page1.tif source=Exhibit_2_Assignment_Agmt#page2.tif source=Exhibit_2_Assignment_Agmt#page3.tif	

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PATENT
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “*Agreement*”), effective *nunc pro tunc* as of 6 July 2007 (the “*Effective Date*”), is made by and between Genomatica, Inc. (“*Assignor*”) and GT Life Sciences, Inc. (“*Assignee*”). (Assignee and Assignor also may be referred to herein individually as a “*party*” and collectively as the “*parties*.”).

RECITALS

- A. In 2007, Assignor spun out Assignee, and in connection with such activities, the parties entered that certain License and Technology Transfer Agreement dated 6 July 2007.
- B. As a result of such spin out Assignor and Assign unintentionally jointly own certain patents and applications.
- C. The parties have executed an Amendment No. 1 to License and Technology Transfer Agreement and Assignment Agreement of even date herewith (the “*Agreement*”) to correct such ownership such that such patents are solely owned by Assignee, and such Agreement requires execution and delivery of this Assignment.

AGREEMENT


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby irrevocably assigns, transfers and sets over to the Assignee all of Assignor’s right, title and interest in the invention underlying the patents and to the the patents and applications listed on **Schedule 1**, together with any and all rights of priority, divisionals, continuations (in whole or in part), renewals, and extensions of any of the foregoing, patents that may issue from any of the foregoing, reissues, extensions or reexaminations of the foregoing, foreign equivalents or counterparts of any of the foregoing, and the inventions claimed in the foregoing (all of the foregoing, collectively, “*Assigned Patents*”), for Assignee’s use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
- 2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the owner of the Assigned Patents and issue any and all patents issued thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the assignee and its respective successors, assigns or other legal representatives.
- 3. This Assignment is governed by the laws of the State of California.

<signature page follows>

IN WITNESS WHEREOF, each of the parties have executed and delivered this Assignment to be effective as of the Effective Date.

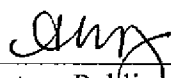
Genomatica, Inc. (Assignor)

By: 
 Name: CHRISTOPHE SCHILLING
 Title: PRESIDENT & CEO

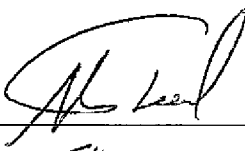
STATE OF CALIFORNIA)
) SS:
 COUNTY OF SAN DIEGO)

On this 14 day of Sept, 2011 before me appeared christophe schilling, known to me to be PRESIDENT / CEO of Genomatica, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Genomatica, Inc.




 Notary Public
 My commission expires: JUNE 16, 2013

GT Life Sciences, Inc. (Assignee)

By: 
 Name: THOMAS A. REEL
 Title: PRESIDENT / CEO

Schedule 1**Assigned Patents**

Application No.	Case No.	Country	Title	Filing Date
61/155,660	083374-0012	US	Mammalian Cell Line Models And Related Methods	26-Feb-2009
61/244,809	083374-0022	US	Mammalian Cell Line Models And Related Methods	22-Sep-2009
PCT/US10/00576	083374-0012	WO	Mammalian Cell Line Models And Related Methods	26-Feb-2010
61/377,079	083374-0029	US	Selectable Markers And Related Methods	25-Aug-2010