

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LI-COR, Inc.	08/27/2007
RECEIVING PARTY DATA	
Name:	Pacific Biosciences of California, Inc.
Street Address:	1380 Willow Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12854137
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
Phone:	4155760200
Email:	jcotham@kilpatricktownsend.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:	Joseph R. Snyder
Address Line 1:	Two Embarcadero Center
Address Line 2:	Eighth Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	91477-000870US-790911
NAME OF SUBMITTER:	Joseph R. Snyder
Total Attachments: 5 source=Pac_Bio_Purchase_022812#page1.tif source=Pac_Bio_Purchase_022812#page2.tif source=Pac_Bio_Purchase_022812#page3.tif source=Pac_Bio_Purchase_022812#page4.tif source=Pac_Bio_Purchase_022812#page5.tif	

OP \$40.00 12854137

Patent Purchase Agreement

This Purchase Agreement ("Agreement") is entered into on August 27, 2007 ("Effective Date") by and between LI-COR, Inc., a corporation with an office at 4421 Superior Street, Lincoln, Nebraska 68504 ("Seller"), and Pacific Biosciences of California, Inc., a Delaware corporation, with an office at 1505 Adams Drive, Menlo Park, California, 94025 ("Purchaser") (each a "party" and collectively the "parties").

RECITALS

Whereas, Seller owns certain United States Letters Patents and/or applications for United States Letters Patents and/or related foreign patents and applications;

Whereas, Seller wishes to sell to Purchaser all right, title and interest in the Patents (as defined below) and the causes of action to sue for infringement thereof and other enforcement rights to Purchaser as set forth in this Agreement; and

Whereas, Purchaser wishes to purchase from Seller all right, title and interest in the Patents free and clear of any restrictions on transfer, liens, claims, and encumbrances as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements, and upon the terms set forth herein, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.**

"Patents" means those patents and applications listed in Exhibit A hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

2. **Assignment and Transfer of Patents.**

2.1 **Patent Assignment.** Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents and all inventions and discoveries described therein, including without limitation, all rights of Seller under the Assignment Agreement (as defined below), and all rights of Seller to collect royalties under such Patents pursuant to the Assignment Agreement in Exhibit B.

2.2 **Assignment of Causes of Action.** Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation all

In witness whereof, the parties have executed this Agreement as of the Effective
Date: August 27, 2007

Li-Cor, Inc.

By: William W. Biggs

Name: William W. Biggs

Title: Chairman, CEO and President

Pacific Biosciences, Inc.

By: Hugh Martin

Name: Hugh Martin

Title: Chairman and CEO

Exhibit A

TTC Ref Country	Title	Inventor	Application No. Filing Date	Patent No. Issue Date
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TTC Ref Country	Title	Inventor	Application No. Filing Date	Patent No. Issue Date
020031- 000810US	Charge-Switch Nucleotides	Williams, John G. K. Bashford, Gregory R. Chen, Jiyan Draney, Dan Narayanan, Narasimhachari Reynolds, Bambi L. Sheaff, Pamela	09/876374 06/06/2001	6936702 08/30/2005

Exhibit B

Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, between LI-COR, Inc., a corporation with an office at 4421 Superior Street, Lincoln, Nebraska 68504 ("Seller") hereby grants and assigns to Pacific Biosciences of California, Inc., a Delaware corporation, with an office at 1505 Adams Drive, Menlo Park, California, 94025 ("Purchaser") all of the Seller's right, title and interest in and to the patents and patent applications set forth in **Exhibit A** (the "Assigned Patents"), and the underlying inventions described in the patent and patent applications and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patents and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom, including any and all claims and rights to injunctive relief and damages for infringement (including past infringement) of any of the Assigned Patents and the sole right to sue and recover therefor under such Patents.

The Seller further assigns to and empowers Purchaser, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, modifications, derivations and improvements thereon and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

IN WITNESS WHEREOF, THE SELLER has caused this Patent Assignment to be duly signed on its behalf.

Signature: *Wil W. Berg*
Li-Cor, Inc.

Date: *August 27, 2007*

State of Nebraska)
County of *Lincoln*

Before me this *27th* day of *August*, 2007, personally appeared [Seller], to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

Vicki L. Jurgens Notary Public

