

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Stephen West	03/09/2012
RECEIVING PARTY DATA	
Name:	Illumina, Inc.
Street Address:	5200 Illumina Way
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13384302
PCT Number:	US1040568
CORRESPONDENCE DATA	
Fax Number:	(858)736-8428
Phone:	(858) 246-8842
Email:	ip@illumina.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:	Tiffany B. Thomas
Address Line 1:	5200 Illumina Way
Address Line 2:	Legal Department
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	IP-0504-US
NAME OF SUBMITTER:	Tiffany B. Thomas
Total Attachments: 4 source=Assignment_0504#page1.tif source=Assignment_0504#page2.tif source=Assignment_0504#page3.tif source=Assignment_0504#page4.tif	

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ASSIGNMENT OF IP RIGHTS TO ILLUMINA, INC.

WHEREAS, each one of the undersigned:

Name: **John Stephen West**
Address: 10221 ADRIANA AVENUE
CUPERTINO, CA 95014

(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:

File No. IP-0504-PCT
Title: METHOD FOR SEQUENCING A POLYNUCLEOTIDE TEMPLATE
Ser. No. PCT/US10/40568 Filed: June 30, 2010

File No. IP-0504-US
Title: METHOD FOR SEQUENCING A POLYNUCLEOTIDE TEMPLATE

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,
- 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

Assignment of IP Rights to ILLUMINA, INC.
Assignors: John Stephen West
File Number: IP-0504-US

WHEREAS, ILLUMINA, INC., a Delaware corporation having a place of business at 9885 Towne Centre Drive, San Diego, CA 92121-1975, United States of America 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, and by an obligation that existed before the filing date of the PCT application/s above, 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

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:

Assignment of IP Rights to ILLUMINA, INC.

Assignors: John Stephen West

File Number: IP-0504-US

- (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.

For purposes of the PCT application/s listed above, the effective date of this Assignment is June 30, 2010

Assignment of IP Rights to ILLUMINA, INC.
Assignors: John Stephen West
File Number: IP-0504-US

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

Name: **John Stephen West**

Signature

John West

Date:

MARCH 9, 2012.

ACKNOWLEDGMENT

State of California
County of SANTA CLARA

on March 9, 2012 before me, J. Chandler Werline Notary
(insert name and title of the officer)

personally appeared John West
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

J. Chandler Werline

(Seal)

