

## PATENT ASSIGNMENT

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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>Gang Chen</td> <td>09/12/2006</td> </tr> </tbody> </table>		Name	Execution Date	Gang Chen	09/12/2006										
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<table border="1"> <tr> <td>Name:</td> <td>Diversa Corporation</td> </tr> <tr> <td>Street Address:</td> <td>4955 Directors Place</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:	Diversa Corporation	Street Address:	4955 Directors Place	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121				
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CORRESPONDENCE DATA															
Fax Number:	(510)295-2578														
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Address Line 4:	Berkeley, CALIFORNIA 94710														
ATTORNEY DOCKET NUMBER:	X052 F1														

OP \$240.00 7744865

NAME OF SUBMITTER:

Susan Rubio

**Total Attachments: 4**

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**ASSIGNMENT**

THIS ASSIGNMENT, by

**Gang Chen**, residing at 5277 Quaker Hill Lane, San Diego, California 92130

(hereinafter referred to as the "Assignor"), witnesseth:

WHEREAS, said Assignor has invented certain new and useful inventions and/or improvements (hereinafter referred to as the "Inventions") set forth in and the subject of the following three patent applications:

U.S. Provisional Patent Application Serial No. **60/692,830**  
filed in the United States Patent and Trademark Office on June 21, 2005, and entitled  
**ANTIBODIES AND FRAGMENTS THEREOF**

U.S. (Nonprovisional) Patent Application Serial No. **11/472,813**  
filed in the United States Patent and Trademark Office on June 21, 2006, and entitled  
**IL-1 $\beta$  BINDING ANTIBODIES AND FRAGMENTS THEREOF**

and International (PCT) Patent Application Serial No. **PCT/US06/24261**  
filed in a competent PCT receiving office on June 21, 2006, and entitled  
**IL-1 $\beta$  BINDING ANTIBODIES AND FRAGMENTS THEREOF**

WHEREAS,

**Diversa Corporation**, a corporation duly organized under and pursuant to the laws of the state of Delaware, and having a mailing address and its principal place of business at 4955 Directors Place, San Diego, California 92121-1609,

is desirous of acquiring the entire right, title and interest throughout the world in and to

said **Inventions**;

said patent applications;

any national or regional phase patent applications from said patent applications (including applications under the European Patent Convention and national patent applications in the United States of America (including any nonprovisional applications converted to provisional applications, divisionals, continuations and continuations-in-part of said applications), or any other patent applications claiming the benefit of priority of said applications):

any Letters Patent issued or granted from said patent applications by any national, regional or international patent-granting authority, including the United States Patent and Trademark Office, (including any reexamination and reissue applications of said Letters Patent, and any continuations or divisionals of said reexamination or reissue applications); and

all related rights arising from said inventions, patent applications or Letters Patent under the Paris Convention for the Protection of Industrial Property, as currently revised and amended (including utility model and design protection);

NOW, THEREFORE, in consideration of good, valuable and sufficient consideration, the receipt of which is hereby acknowledged,

said Assignor has and by these presents does sell, assign, transfer and set over unto Diversa Corporation, its successors, legal representatives and assigns (hereinafter collectively referred to as the "Assignee"), the entire and exclusive right, title and interest throughout the world in and to said Inventions, said patent applications, any said Letters Patent, and said related rights to be vested, held, enjoyed by and for the use of said Assignee, to the full end of the terms for which each of said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by said Assignor, had this Assignment not been made;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee that, at the time of execution and delivery to said Assignee of these presents,

said Assignor is the sole and lawful owners of the entire right, title and interest throughout the world in and to said Inventions, said patent applications, any said Letters Patent; and that the same are unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, that whenever counsel of said Assignee shall advise that any proceeding in connection with said Inventions, patent applications, Letters Patent and related rights (including interference proceedings) is lawful and desirable,

to effectuate fully this Assignment, said Assignor shall sign all papers and documents, take all lawful oaths and do all acts necessary or required for the procurement, maintenance, enforcement or defense of said Letters Patent (including further reissue applications, assignments and preliminary statements) and to fully and properly vest, perfect, record and maintain the rights and title in said Letters Patent, without charge by said Assignor to said Assignee, but at reasonable cost and expense to said Assignee.

If for any reason said Assignee is unable to secure an Assignor's signature to any papers or documents described in the immediately preceding section, each Assignor hereby irrevocably designates and appoints said Assignee and its representatives as said Assignor's agents and

attorneys-in-fact to execute said papers or documents on behalf and instead of said Assignor, all with the same legal force and effect as if executed by said Assignor.


Each Assignor hereby authorizes the Assignee to apply in all countries and patent-granting authorities in each Assignor's name or in the name of the Assignee for said patent applications and said related rights.

The Assignor hereby request and authorize the Assignee or the Assignee's authorized representatives in the United States or abroad to complete hereafter this Assignment by inserting, as needed, the serial numbers, filing dates, patent numbers, or grant dates for the applications or patents identified above, and to correct any clerical errors that may be necessary or desirable to record this Assignment.

The Assignor hereby requests the Commissioner of Patents and/or the Director of the U.S. Patent and Trademark Office to issue said Letters Patent of the United States of America to said Assignee for the sole use of said Assignee.

This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning said subject matter. This Assignment shall be governed in all respects by the laws of the United States and the laws of the state of California. Each of the parties irrevocably consents to personal jurisdiction of the federal and state courts located in California.

This Assignment executed and dated by the Assignor as follows:

Gang Chen: 

Dated: 9/12/06

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT

State of California

County of San Diego

Title of Document Assignment  
(Patents)

On September 12, 2006, before me, Paula Ann Devereux, Notary Public

personally appeared Gang Chen

personally known to me - OR -  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/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and seal.



Paula Ann Devereux  
SIGNATURE OF NOTARY PUBLIC

ADDITIONAL INFORMATION \_\_\_\_\_

DOCUMENT INFORMATION

Document Date September 12, 2006

Number of Pages 3

TYPE OF IDENTIFICATION

EMBOSSMENT

- Personal Knowledge of the Notary Public
- Satisfactory Evidence - identification card
- One Credible Witness acknowledging identity of principal
- Two Credible Witnesses acknowledging identity of principal

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