

## 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>Kari Mikkelsen</td> <td>07/18/2008</td> </tr> <tr> <td>Yan S. Poon</td> <td>07/18/2008</td> </tr> </tbody> </table>		Name	Execution Date	Kari Mikkelsen	07/18/2008	Yan S. Poon	07/18/2008				
Name	Execution Date										
Kari Mikkelsen	07/18/2008										
Yan S. Poon	07/18/2008										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Sapphire Energy, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>3115 Merryfield Row</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:	Sapphire Energy, Inc.	Street Address:	3115 Merryfield Row	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121
Name:	Sapphire Energy, Inc.										
Street Address:	3115 Merryfield Row										
City:	San Diego										
State/Country:	CALIFORNIA										
Postal Code:	92121										
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>13585758</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13585758						
Property Type	Number										
Application Number:	13585758										
CORRESPONDENCE DATA											
<p>Fax Number: 2029425999          Phone: 202-942-5000          Email: ip_docketing@aporter.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: Arnold &amp; Porter LLP          Address Line 1: 555 Twelfth Street, NW          Address Line 4: Washington, DISTRICT OF COLUMBIA 20004</p>											
ATTORNEY DOCKET NUMBER:	P33775US02/24999.050										
NAME OF SUBMITTER:	Xianfeng Xu										
Total Attachments: 1 source=Assignment Sapphire#page1.tif											

CH \$40.00 13585758

# ASSIGNMENT OF APPLICATION

Docket Number 35430-703.202

Whereas, the undersigned:

2. MIKKELSON, Kari  
San Diego, CA
1. POON, Yan S.  
Los Angeles, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

## HIGH THROUGHPUT SCREENING OF GENETICALLY MODIFIED PHOTOSYNTHETIC ORGANISMS

- ☒ for which an application for United States Patent was filed on May 30, 2008, Application No. 12/156,432.  
☐ for which a United States Patent issued on \_\_\_, U.S. Patent No. \_\_\_.

WHEREAS, Sapphire Energy, Inc., a corporation of the State of Delaware, having a place of business at 3115 Merryfield Row, San Diego, California 92121 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: July 18, 2008

Date: July 18, 2008

  
Kari MIKKELSON

  
Yan S. POON