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- 11. Effects Of Termination. Upon Termination of this Agreement, Licensee must return or destroy all FPs in Licensee's possession. Licensee may no longer use the FPs. The rights and obligations under Sections 2, 3, 6, 7, 8, 9, 12, 13 and 15 shall survive any termination of this Agreement.

- 12. **No Assignment**. This Agreement is not transferable or assignable by Licensee.
- 13. **Governing Law.** All matters affecting the interpretation, validity, and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of law principles. The parties hereby irrevocably consent to the personal jurisdiction of the United States Federal District Court for the Northern District of California or state courts located in Santa Clara County in California.
- 14. **Severability.** If any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.
- 15. Entire Agreement. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and all prior agreements, understandings or representations whether expressed orally or in writing are void.

ATTACHMENT A - Patent Rights	
Application Serial No./ Patent No.	Title of Application
AU2003208520	Fluorescent Protein from Aequorea Coerulescens and Uses Thereof
CA 2467383	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
EP 1434483	Nucleic Acids Encoding Linked Chromo/Fluorescent Domains and Methods for Using the Same
EP 1456223	Rapidly Maturing Fluorescent Proteins and Method For Using the Same
EP 1485481	Fluorescent Protein From Aequorea Coerulscens and Uses Thereof
EP 1494697	Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making Same
EP 1732944	Monomeric Red Fluorescent Proteins
JP 4510464	Novel Fluorescent Protein from Aequorea Coerulscens and Method for Using Same
JP 4700281	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
JP 4755174	Monomeric Red Fluorescent Proteins
JP 5043287	Nucleic Acids Encoding Linked Chromo/Fluorescent Domains and Methods for Using the Same
JP 5265491	Monomeric and Dimeric Fluorescent Protein Variant, and Method for Making the Same
JP 5465649	Novel Fluorescent Protein from Aequorea Coerulscens and Method for Using Same
RU 2330067	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
RU2330886	New Aequorea Coerulscens Fluorescent Proteins and Their Use
US 7,157,565	Far Red Shifted Fluorescent Proteins
US 7,250,298	Monomeric Red Fluorescent Proteins
US 7,393,923	Red-Shifted Fluorescent Proteins mPlum and mRaspberry and Polynucleotides Encoding the Same
US 7,432,053	Fluorescent Protein From Aequorea Coerulscens and Methods for Using the Same
US 7,667,016	Fluorescent Protein From Aequorea Coerulscens and Methods for Using the Same
US 7,671,185	Monomeric Red Fluorescent Proteins
US 7,879,988	Fluorescent Protein From Aequorea Coerulscens and Methods for Using the Same
US 7,897,726	Fluorescent Protein From Aequorea Coerulscens and Methods for Using the Same
US 7,910,714	Monomeric Red Fluorescent Proteins
US 8,664,471	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
US 8,679,749	Red Fluorescent Proteins with Enhanced Bacterial Expression, Increased Brightness and Reduced Aggregation
US 8,932,859	Methods for Engineering Polypeptide Varients via Somatic Hypermutation and Polypeptides Made Thereby