

06-26-1998

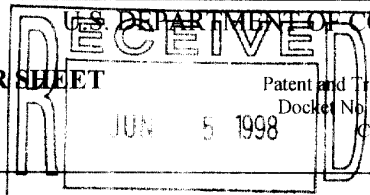


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OVER SHEET

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office
Docket No. B44692000420
Client Ref. 137A

61598

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Joel Hedgpeth, Irina A. Afonina, Igor V. Kutyavin, Eugeny A. Lukhtanov, Evgeniy S. Belousov, and Rich B. Meyer, Jr

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Epoch Pharmaceuticals, Inc.
 Internal Address:
 Street Address: 1725 220th Street SE #104
 City: Bothell, State: Washington ZIP: 98021

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: June 2, 1998, June 2, 1998, June 2, 1998, June 3, 1998
 June 2, 1998, and June 2, 1998

4. Application number(s) or patent number(s): 09/054 832

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Sean M. Brennan
 Morrison & Foerster LLP
 755 Page Mill Road
 Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00 *E*

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
 Attorney Docket 344692000420

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Sean M. Brennan
 Registration No: 39,917

Signature

Sean Brennan

Date

6.10.98

Total number of pages comprising cover sheet, attachments and documents: 3

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

pa-277850

PATENT
 REEL: 9259 FRAME: 0577

00000175 09054832
 JUN 25 1998 JMW/ENG
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**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Joel Hedgpeth, Irina A. Afonina, Igor V. Kutyavin, Eugeny A. Lukhtanov, Evgeniy Belousov, and Rich B. Meyer, Jr. (hereinafter referred to as the assignors), residing at 33 Robinhood Drive, San Francisco, CA 94127, 2717 114th Court S.E., Mill Creek, WA 98012, 23611 48th Avenue N.E., Bothell, WA 98021, 817 205th Street S.E., Bothell, WA 98012, 2717 144th Court S.E., Mill Creek, WA 98012, and 5533 61st Avenue N.E., Bothell, WA 98011, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **IMPROVED HYBRIDIZATION AND MISMATCH DISCRIMINATION USING OLIGONUCLEOTIDES CONJUGATED TO MINOR GROOVE BINDERS**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 09/054,832 and filed on April 3, 1998 and

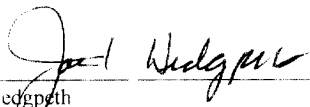
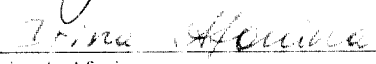
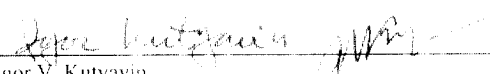
WHEREAS, Epoch Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1725 220th Street SE #104, Bothell, Washington 98021 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, [as co-owners in undivided one-half interest respectively] the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have 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 assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

<u>6-2-98</u> Date	 Joel Hedgpeth
<u>6-2-98</u> Date	 Irina A. Afonina
<u>6-2-98</u> Date	 Igor V. Kutyavin

<u>6-3-98</u>	<u>Eugeny Lukhtanov</u>
Date	Eugeny A. Lukhtanov
<u>6-3-98</u>	<u>Evgeniy S. Belousov</u>
Date	Evgeniy S. Belousov
<u>2 June 98</u>	<u>Rich B. Meyer Jr.</u>
Date	Rich B. Meyer, Jr.

State of Washington, County of Snohomish

Signed before me on 2 June 1998 by Joel Hedgpeth, Irina Afonina,
Igor V. Kutyavin, Evgeniy S. Belousov and Rich B. Meyer, Jr.

Signed before me on 3 June 1998 by Eugeny A. Lukhtanov.

Teresa L. Lowe
Teresa L. Lowe
Executive Assistant
My appointment expires 10/3/99