

MRD 8-24-98

RE

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G-30546.5-US-01

09-01-1998



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100771145

To the Commissioner of Patents and T.

you should the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1. Roger E. Benson
23 Delafield Drive, Albany, New York 12205
- 2. James L. Catalfamo
25 Cayuga Street, Trumansburg, New York 14886
- 3. W. Jean Dodds
938 Stanford Street, Santa Monica, California 90403

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

Health Research, Incorporated
Room 1683, Mayor Erastus Corning 2nd Tower
Empire State Plaza
Albany, New York 12237

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

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

3. Nature of conveyance:

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

Execution Date: 1. February 20, 1997, 2. February 18, 1997,
3. April 30, 1996

4. Application number(s) or patent number(s):

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)

08/035.452

Additional numbers attached? Yes No

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

Name: Charles Berman, Esq.
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt
Westwood Gateway II, Suite 400
11150 Santa Monica Blvd.
Los Angeles, CA 90025-3395

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2724

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.

Charles Berman

Name of Person Signing

Signature

August 24, 1998

Date

Total number of pages including cover sheet, attachments, and document: 13

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT

FROM Merchant & Gould PTO 4151 9091 REEL: 9269 FRAME 0038 (TUE) 9. 1' 98 11:22/ST. 11:21/NO. 4261403300 P 2

06-04-1998

FORM PTO-1595
(Rev. 6-96)
OMB No. 0611-0041 (exp. 4/94)
M&G-305465 001-01

REC



100727778

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Health Research, Incorporated Room 1683, Mayor Erastus Corning 2nd Tower Empire State Plaza Albany, New York 12237</p>	<p>2. Name and address of receiving party(ies):</p> <p>1. Roger E. Benson 23 Delafield Drive, Albany, New York 12205</p> <p>2. James L. Catalfano 25 Cayuga Street, Trumansburg, New York 14886</p> <p>3. W. Jean Dodds 938 Stanford Street, Santa Monica, California 90403</p>
---	---

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: 1. February 20, 1997; 2. February 18, 1997; and
3. April 30, 1996

4. Application number(s) or patent number(s):

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)

08/035,452

Additional numbers attached? Yes No

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

Name: Charles Berman, Esq.
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt
Westwood Gateway II, Suite 400
11150 Santa Monica Blvd.
Los Angeles, CA 90025-3395

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Previously paid
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2724

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.

Charles Berman May 18, 1998

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

06/03/1998 JSH/DAZZ 00000162 00035452

01 FC:561

49.00 OP

PATENT FROM Merchant & Co. 9010 415 9010 REEL: 9260 FRAME: 004

ASSIGNMENT

AGREEMENT entered into this 20 day of February, 1996⁷, by and between Health Research, Inc., with offices at 66 Hackett Blvd, Albany, New York 12209 (hereinafter referred to as HRI), and Jean Dodds with residence at _____; James Catalfamo with residence at _____ and Roger Benson with residence at 23 DELAFIELD DR. ALBANY, NY 12205 (hereinafter referred to as (ASSIGNEES)).

WITNESSETH

WHEREAS, the ASSIGNEES while employees of the New York State Department of Health (hereinafter referred to as DEPARTMENT) invented a Detection Method for a Homologous Portions of a Class of Substances described in Attachment A herein, hereinafter referred to as "Invention," and has disclosed such Invention to the DEPARTMENT and HRI; and

WHEREAS, DEPARTMENT Patent and Technology Transfer Policy assigns to HRI all rights to patents and technology for the purpose of facilitating transfer and administering distribution of income; and

WHEREAS, HRI desires to transfer ownership of this Invention to ASSIGNEE subject to the conditions stated herein; and

WHEREAS, the ASSIGNEE desires to obtain title to such Invention for the purposes of obtaining patent protection on and pursuing commercial licensure of the Invention; and

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. PATENT RIGHTS

HRI hereby conveys to the ASSIGNEE full title to said Invention for the purposes of obtaining patent protection. HRI shall have a non-exclusive, non-transferable, irrevocable, paid-up license under the patent(s) to use said Invention for research purposes, which research is not for diagnostic testing or commercial use.

2. CONSIDERATION

ASSIGNEE agrees to pay to HRI, ten percent (10%) of the net proceeds received by the ASSIGNEE from the sale, use or license of this Invention in recognition of the contribution of the State and people of New York to the support of the research which resulted in the Invention. For purposes of this Assignment, the term "net proceeds" shall mean earnings to the ASSIGNEES from the patent(s) over and beyond the actual fees, expenses and costs incurred in processing of the patent application, and all continuations and divisionals, and the reasonable management fees and all costs incurred for exploiting and developing technology of the patent, or selling, assigning or licensing the technology covered by the patents and patent rights.

3. REPORTING

ASSIGNEE shall submit to HRI annual reports of all earnings. This report shall be due July 1. All payments due HRI will accompany the annual report.

4. MARCH-IN RIGHTS

ASSIGNEE agrees that HRI has the right to require the ASSIGNEE, to grant a non-exclusive, partially exclusive or exclusive license in any field of use to a responsible applicant or applicants upon terms that are reasonable under the circumstances, and if the ASSIGNEE refuses such request HRI has the right to grant such a license itself if HRI determines that:

(a) Such action is necessary because the ASSIGNEE has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the Invention in such field of use; or

(b) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the ASSIGNEE.

5. USE OF NAMES

ASSIGNEE shall not use the names of HRI, the DEPARTMENT, or the State of New York in any advertising, promotional or sales literature, correspondence or oral presentation.

6. PRODUCT LIABILITY

ASSIGNEE shall at all times fully indemnify, defend and hold the DEPARTMENT and HRI, its officers, employees and affiliates, harmless against all claims and expenses, including legal expenses, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sales, use, consumption or advertisement of the Invention or arising from any obligation of ASSIGNEE hereunder.

7. LICENSE AGREEMENTS

Any and all license agreements transferring rights to this Invention must include the USE OF NAMES and PRODUCT LIABILITY clause from this Agreement, and have the prior approval of HRI before execution by the ASSIGNEE, with such prior approval not be unreasonably withheld.

PATENT

8. ABANDONMENT

In the event ASSIGNEE decides to allow any patent application or patents to lapse or become abandoned for any reason, ASSIGNEE shall notify the HRI at least thirty days (30) prior so that HRI shall have the right to assume control of said patent(s) or patent application(s).

9. IMPROVEMENTS

ASSIGNEE agrees that this document pertains only to the Invention as described in Attachment A herein. Nothing in this Assignment purports to release the rights of other inventions to the ASSIGNEE, whether related or unrelated to this Invention.

10. USE OF DEPARTMENT FACILITIES

Inventor is prohibited from working on the invention, its patenting or its licensing on DEPARTMENT time or using DEPARTMENT facilities.

11. COUNTERPARTS

For the convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed and original for all purposes. The present document comes into force upon signature by all parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HEALTH RESEARCH, INC.

By: 

Lee J. VanDeCarr
Secretary/Treasurer

ASSIGNEES

By: _____

W. Jean Dodds

By: _____

James Catalfamo

By: 

Roger Benson

(TUE) 9. 1.98 11:49/ST. 11:48/NO. 4261403301 P 4

FROM Merchant & Gould 310 445 9031

(TUE) 9. 1.98 11:50/ST. 11:48/NO. 4261403301 P 5

REEL: 9262 FRAME: 0097
PATENT
FROM Merchant & Gould 310 445 9031

Attachment A

Description of the Assigned Invention:

Detection Method for Homologous Portions of a Class of Substances, the subject of U.S. Patent application Serial Number 08/035,452

RECORDED: 05/18/1998 (TUE) 9. 1'98 11:50/ST. 11:48/NO. 4261403301 P. 5

FROM Merchant & Gould 310 445 9034
PATENT
REEL: 9262 FRAME: 0098