

10-26-1998

FORM PTO-1595
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. 235/210

MRD 10/13/98 RE

100858262

EET


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

1. Name of conveying party(ies): Jian Han Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party: 11:46 Name: <u>GENACO BIOMEDICAL PRODUCTS, INC.</u> Street Address <u>2800 Milan Court</u>
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Execution Date: <u>18 August 1998</u>	City: <u>Birmingham</u> State: <u>Alabama</u> Zip: <u>35211</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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). 08/933,641 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Richard J. Warburg</u> Internal Address: LYON & LYON LLP 633 West Fifth Street, Suite 4700 Los Angeles, CA 90071-2066	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge this Deposit Account if any additional fee is required 8. Deposit Account Number: <u>12-2475</u>

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.


 Douglas C. Murdock, Reg No. 37,549

Date: 10/5/98

Total number of pages including cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

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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

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PATENT
REEL: 9524 FRAME: 0626

ASSIGNMENT AND AGREEMENT

This ASSIGNMENT AND AGREEMENT (this "Agreement"), dated as of the 18th day of August, 1997 (the "Effective Date"), is entered into by and between Jian Han, M.D., Ph.D., an individual residing in the State of Alabama ("Assignor"), and Genaco Biomedical Products, Inc., an Alabama corporation ("Assignee"), for the limited purposes set forth below.

Background Information

Assignor is the inventor of various diagnostic technologies pertaining to the detection of genetic anomalies, including, without limitation, those products referred to collectively as the "Down's Kits" (collectively, the "Inventions") in that certain Private Placement Memorandum, dated August 15, 1997 (the "PPM"), pertaining to the offering of 100,000 shares of common stock of Assignee. The Inventions are the subject matter of patent applications currently filed and under preparation.

Assignee is preparing to commence an exempt offering of its common stock (the "Offering") pursuant to the terms set forth in the PPM, and Assignee could not attract significant investment if Assignee did not have rights to the Inventions. As the president and principal shareholder of Assignee, Assignor will derive substantial financial benefit from the success of Assignee, which is in turn directly dependent on the success of the Offering.

Assignor desires to transfer to Assignee, and Assignee desires to secure from Assignor, the entire right, title, and interest in and to the Inventions.

Agreement

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, intending to be legally bound, agree as follows:

Section 1. Assignment. Assignor hereby assigns to Assignee:

- a. The entire right, title, and interest in and to the Inventions and in any and all applications related to the Inventions and in all divisions, improvements, continuations, and continuations-in-part of the corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and in foreign countries; and
- b. The right to file foreign patent applications on the Inventions in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Section 2. Acceptance. Assignee hereby accepts the assignment of the entire right, title, and interest in and to the Inventions from Assignor.

Section 3. Authorization and Request. Assignor hereby authorizes and requests the United States Commissioner of Patents and such Patent Office Officials in foreign countries, who are duly authorized by their patent laws to issue patents, to issue, for the sole use and on behalf of the Assignee and the successors, assigns, and legal representatives of the Assignee, any and all patents on the Inventions to Assignee as the owner of the entire interest.

Section 4. Further Assurances. Without further consideration and without expense to Assignee, Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this Agreement fully effective, including, by way of example, but not by way of limitation, the following:

(a) Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on the Inventions, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications; and

(b) Cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification, reissue, extension, or infringement proceedings involving the Inventions.

Section 5. Mandatory Sale. In the event of any liquidation, dissolution, or the winding-up of the affairs of Assignee before the third anniversary of the Effective Date of this Agreement, Assignee hereby expressly agrees to sell the Inventions to Assignor for the fair market value of the Inventions.

Section 6. Notices. All notices under this Agreement shall be in writing and shall be effective when delivered or sent by registered or certified mail, or by a nationally recognized overnight delivery service, addressed to Assignor or Assignee at such address, and with copies forwarded to such persons or entities, as Assignor or Assignee may from time to time designate in writing.

Section 7. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their successors and assigns.

Section 8. Severability. If any provision of this Agreement is held invalid or unenforceable by any Court, such holding shall not render any other provision invalid or unenforceable.

Section 9. Headings. Any paragraph headings in this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation.


Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of laws principles.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document.

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

ASSIGNOR



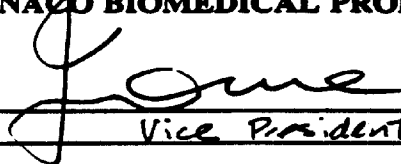
Jian Han, M.D., Ph.D.

ASSIGNEE

GENACO BIOMEDICAL PRODUCTS, INC.

By:

Its:




Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jie Ma, Vice President of Genaco Biomedical Products, Inc., an Alabama corporation, whose name is signed to the foregoing instrument in such capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 18th day of August, 1997.



Notary Public

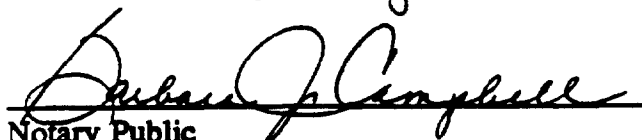
My commission expires: 5-31-98

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jian Han, M.D., Ph.D., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 18th day of August, 1997.


Notary Public
My commission expires: 5-31-98

[NOTARIAL SEAL]

**AMENDMENT TO
ASSIGNMENT AND AGREEMENT**

This AMENDMENT TO ASSIGNMENT AND AGREEMENT, dated as of this 7th day of January, 1998, is entered into by and between Jian Han, M.D., an Alabama resident ("Assignor"), and Genaco Biomedical Products, Inc., an Alabama corporation (the "Company").

W I T N E S S E T H:

WHEREAS, Assignor and the Company have previously entered into that certain Assignment and Agreement, dated as of the 18th day of August, 1997 (the "Original Agreement"), pursuant to which Assignor assigned to the Company, *inter alia*, all of Assignor's right, title, and interest in and to the Inventions (as therein defined); and

WHEREAS, Assignor and the Company desire to amend the Original Agreement to provide for the additional assignment by Assignor of all of the assets, rights and claims of whatever kind and nature, real or personal, tangible or intangible, known or unknown, actual or contingent and wherever situated, which are owned or held or purported to be owned or held by Assignor, or which were developed or purported to be developed by Assignor (whether or not another person or entity claims any right, title or interest therein), and used or usable in furtherance of the Company's business, which consists of the development, manufacture, distribution and marketing of products and services used to diagnose genetic anomalies and other diseases (hereinafter referred to collectively as the "Business," and the assets so described are hereinafter referred to collectively as the "Assets").

NOW, THEREFORE, in consideration of the foregoing and for other and good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns to the Company his entire right, title and interest in and to the Assets, including, without limitation, the following:

(a) all tradenames, trademarks, service marks, software programs, copyrights, patents and applications for any thereof and all product specifications, products, data, trade secrets, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions (including, without limitation, the Inventions), intellectual property and ideas; past, current, and planned research and development; current and planned manufacturing or distribution methods and processes; customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs, computer software and database technologies; and any and all information concerning the business and affairs of the Company including any and all financial statements, financial projections and budgets, historical and projected sales, capital and spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials, however documented; and any and all notes, analyses, compilations, studies, summaries, and other material

prepared by or for the Company containing or based, in whole or in part, on any information included in the foregoing; and any goodwill associated with any of the foregoing;

(b) all federal, foreign, state, local and other governmental consents, licenses, permits, franchises, grants and authorizations required for the operation of the business of the Company as currently conducted and which are assignable.

2. Intent. It is the intent of the parties hereto that the assets assigned by Assignor to the Company hereunder shall be limited to those assets used or usable in furtherance of the Business, but shall not include any assets owned by Assignor, or by Assignor and one or more members of his immediate family, which are of a personal, and not a business, nature, including, by way of example only, Assignor's automobile, home or other personal effects.

3. Successors and Assigns. This Amendment shall be binding upon and enure to the benefit of Assignor and the Company, and their respective successors and assigns.

4. Mandatory Sale. In the event of any liquidation, dissolution, or the winding-up of the affairs of the Company before the third anniversary of the date of this Amendment, the Company hereby expressly agrees to sell the Assets to Assignor for the fair market value of the Assets.

5. Full Force and Effect. Except as expressly modified or amended by this Amendment, all of the terms and provisions of the Original Agreement shall remain in full force and effect.

6. Applicable Law. This Amendment shall be governed by the laws of the State of Alabama without regard to principles governing conflicts of laws.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement.

8. Equitable Relief and Specific Performance. The parties hereto acknowledge and agree that the award of monetary damages for a breach of this Amendment would not be sufficient to compensate the non-breaching party. Consequently, the non-breaching party shall have the right, in addition to any other rights or remedies he or it may have at law, equity or otherwise, to obtain injunctive relief to restrain any breach or threatened breach and otherwise to enforce specifically any provision of this Amendment.

9. Section Headings. The headings of sections in this Amendment are provided for convenience only and will not affect its construction or interpretation.

10. No Waiver. Failure of a party to this Amendment to insist upon strict adherence of any term of this Amendment on any occasion shall not be considered a waiver or

deprive that party of the right thereafter to insist upon strict adherence of that term or of any other term of this Amendment.

11. Further Assurances. Without further consideration and without expense to the Company, Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which the Company may request of Assignor to make this Agreement fully effective, including, by way of example, but not by way of limitation, the following:

(a) Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on the Assets, and all lawful documents requested by the Company to further the prosecution of any of such patent applications; and

(b) Cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification, reissue, extension, or infringement proceedings involving the Assets.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Assignor and the Company have caused this instrument to be duly executed as of the day and year first above written.



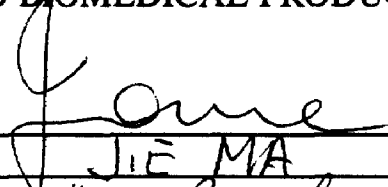
Jian Han, M.D., Ph.D.

GENACO BIOMEDICAL PRODUCTS, INC.

By: _____

Name: _____

Title: _____


JIE MA
Vice President