

## 08-23-1999 101124723

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Attorney Docket Number 9465-005

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

MCD 8-16-59

Box Assignment Washington, DC 20231

Please record the attached original documents or copy thereof.				
Name of conveying party(ies):	2. Name and address of receiving party(ies):			
Molecular Tool, Inc.	Name: Orchid Biocomputer, Inc.			
Additional name(s) of conveying party(ies) attached? □ Yes ⊠ No	Address: 303 College Road East			
3. Nature of conveyance:	Princeton, New Jersey 08540			
Assignment      □ Merger	Country (if other than USA):			
□ Security Agreement □ Change of Name				
□ Other				
Execution Date: June 15, 1999				
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) 09/097,791	B. Patent No.(s)			
Additional numbers attached? □ Yes ☑ No				
Name and address of party to whom correspondence concerning document should be mailed:	Number of applications     and patents involved: <u>one (1)</u>			
PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036	7. Total fee (37 CFR 3.41):\$ 40.00  Please charge to the deposit account listed in Section 8.			
	8. Deposit account number:  16-1150  YOF			
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.  Laura A. Coruzzi  Name of Person Signing Reg. No.  August 16, 1999  Signature  Signature				
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	number of pages including cover sheet:  -2-			

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

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08/23/1999 HTHAI1 00000052 161150 09097791 01 FC:581 40.00 CH

> PATENT REEL: 010173 FRAME: 0514

NY2 - 988637.1

## ASSIGNMENT

WHEREAS MOLECULAR TOOL, INC., ASSIGNOR, a corporation organized and existing under the laws of the State of Delaware, having an address at 5210 Eastern Avenue, Baltimore, Maryland 21224, is the sole and exclusive owner, by virtue of an assignment by the sole inventors MICHAEL T. BOYCE-JACINO, MIRIAM B. ADDELSTON, and STEVEN R. HEAD, recorded in the United States Patent and Trademark Office on August 14, 1998 at Real 9403, Frame 024, of the invention in POLYMERASE SIGNALING ASSAY for which an application for a Patent of the United States has been filed

- which was filed on June 16, 1998, Application No. 09/097,791

and WHEREAS, **ORCHID BIOCOMPUTER**, **INC.**, ASSIGNEE, a corporation organized and existing under the laws of the State of Delaware, having an address at 303 College Road East, Princeton, New Jersey 08540, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ASSIGNOR HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

ζ	IN TESTIMONY WHEREOF, ASSIGNOR'S ,1999.	duly authorized officer has set his hand and seal this _	15 th day o
	,	MOLECULAR TOOL, INC.	
		MICHAEL T. BOYCK-JACKNO PRESIDENT	L.S.

State of The Gensey ) SS.:

On this 15<sup>th</sup> day of the State and County aforesaid, personally appeared MICHWELT. BOYCE-JACINO, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.

DAWN M. MCCARTY

Notary Public
State of New Jersey

My Comm. Expires Apr. 14, 2004

PATENT NY2 - 927081.1 REEL: 010173 FRAME: 0515