A/D 1531-40	<u>^9/529870</u>
(Rev. 6-93) — — —	08-2000 U.S. DEPARTMENT OF COMMERCE
OMB No. 0651-0011 (exp. 4/94) Tab settings $\Rightarrow \Rightarrow \Rightarrow \checkmark$	'd.PCT/PTO 1 Patent APR 2000
To the Honorable Commissioner of Pater 101	ttached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
The University of Virginia $1.9.00$	Name: University of Virginia Patent Foundation
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	Internal Address:
Additional name(s) of conveying party(ies) attached?	
3. Nature of conveyance:	
🛛 Assignment 🗌 Merger	Street Address: 1224 West Main Street, Suite 1-110
Security Agreement Change of Name	
	City: <u>Charlottesville</u> State: <u>VA</u> ZIP: 22903
Execution Date: August 24, 1999	Additional name(s) & address(es) attached? 🛛 Yes 🖾 No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new applie	cation, the execution date of the application is: April 11, 2000
A. Patent Application No.(s)	B. Patent No.(s)
Q 9/529870 Additional number	
	ers attached? Yes X No
5. Name and address of party to whom correspondence	
concerning document should be mailed:	6. Total number of applications and patents involved:
Name: John P. Breen	
Internal Address:	7. Total fee (37 CFR 3.41) \$ 40.00
	Enclosed
University of Virginia Patent Foundation	Authorized to be charged to deposit account
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City: <u>Charlottesville</u> State: <u>VA</u> zip: 2290	3 (Attach duplicate copy of this page if paying by deposit account)
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John P. Breen, Reg. No. 38,833 (Hun f Ben 2º April 2000
Name of Person Signing	Signature Date
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	(Form PTO1595Recordation Form Cover Sheet - page 1 of 3)

PATENT		
REEL: 010828 FRAME:	0441	

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ASSIGNMENT

WHEREAS, the University of Virginia, Washington Hall E. Range, Charlottesville, Virginia 22903 (the "Assignor") possesses the right, title and interest for and in an invention entitled

"Method for the Creation of Signal-Generating Oligonucleotide Biosensors "

described in U.S. Provisional Patent Application 60/097,478, filed August 21, 1998; and

WHEREAS, The University of Virginia Patent Foundation, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignor a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignor hereby represents, warrant and covenant that it has the full right to convey the entire interest herein assigned, that its has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignors will at any time upon request make; execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignor further covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of Representative for Assignor:

David J. Hudson

Representative's Title:

Associate Vice President for Research

Date of Execution:

VIRGINIA

august 24, 1999

CITY OF CHARLOTTESVILE)) ss:

STATE OF

On this <u>24</u> day of <u>August</u>, 1999, before me, a Notary Public in and for the County and State aforesaid, personally appeared David J. Hudson, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument and acknowledged the same to be of his free act and deed

<u>(athren 1/1000</u> Notary Public My commission expires: January 31, 2503