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FORM PTO-1595
1-31-92

101567953

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Carl T. WITTWER and Mark G. HERRMANN

Additional name(s) of conveying party(ies) attached?

☒ No

3. Nature of Conveyance:

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

Execution Date: 28 November 2000

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

Name: THE UNIVERSITY OF UTAH

Internal Address:

Street Address: 615 Arapleen Drive - Suite 110

City: Salt Lake City

State: Utah Zip: 84108

Country: U.S.A.

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 application, the execution date of the application is:

A. Patent Application No.(s)

09/651,374

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: James J. DIEHL

Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: Four Embarcadero Center - Suite 3400

City: San Francisco

State: California Zip: -94109-2418

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. Deposit account number:

06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-68197/RFT/JJD

(Attach duplicate of this page if paying by deposit account)

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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.

James J. DIEHL

Name of Person Signing

Signature

18 December 2000

Date

Total number of pages including cover sheet, attachments and document: [4]

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

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

Honorable Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-68197/RFT/JJD

Rev. 8/93 (39811)
SF-1038317v1

12/29/2000 AHMED1 00000238 09651374

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40.00 DA

PATENT
REEL: 011371 FRAME: 0308

ASSIGNMENT

WHEREAS, the undersigned,

(1) Carl T. WITTEWER, (2) Mark G. HERRMANN,

(hereinafter termed "Inventors"), residents of

(1) Salt Lake City, (2) Salt Lake City,

respectively, Counties of

(1) Salt Lake, (2) Salt Lake,

respectively, States of

(1) Utah, (2) Utah,

respectively, have invented certain new and useful improvements in

HOMOGENEOUS MULTIPLEX HYBRIDIZATION ANALYSIS BY COLOR AND TM

(Accompanying application)



and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

(Not accompanying application)



for which an application for a United States Patent was filed on 30 August 2000,
having Application Number 09/651,374.

and

WHEREAS,

The University of Utah, a corporation of the State of Utah,

having a place of business at 615 Arapen Drive, Suite 110, Salt Lake City, Utah 84108

(hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

I. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

[continued on next page]

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this
(1) 28th day of November, 2000,
(2) 28th day of November, 2000,
respectively.

Signature of Inventor (1) Carl T. Wittwer

Carl T. WITTWER

County of Salt Lake
State of Utah }

ss.

On this 28th day of November, in the year 2000, before me, Patricia A. Webb, a Notary Public of the State of Utah, personally appeared (1) Carl T. Wittwer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A. Webb



NOTARY PUBLIC
PATRICIA A. WEBB
185 W. Cottage Ave
Sandy, UT 84070
My Commission Expires
February 21st, 2001
STATE OF UTAH

Signature of Inventor (2) Mark G. Herrmann

Mark G. HERRMANN

County of Salt Lake
State of Utah }

ss.

On this 28th day of November, in the year 2000, before me, Patricia A. Webb, a Notary Public of the State of Utah, personally appeared (2) Mark G. Herrmann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A. Webb



NOTARY PUBLIC
PATRICIA A. WEBB
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Sandy, UT 84070
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