

04-06-2001

MRS 3.21.01

FORM PTO-1596
1-31-92



101657669

APPLICANTS ONLY

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

GARY BLACKBURN, BRUCE D. IRVINE, JON FAIZ KAYEM, EDWARD LEWIS SHELDON III and ROBERT H. TERBRUEGGEN

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

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

Name: CLINICAL MICRO SENSORS, INC.

Internal Address:

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: MARCH 15 & 16, 2001

Street Address: 757 S. RAYMOND AVENUE

City: PASADENA

State: CA Zip: 91105

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)

09/621,275

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: ROBIN M. SILVA

Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA Zip: 94111-4187

6. Total number of applications and patents involved: ONE

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 File No. A-67643-2/RFT/RMS/RMK

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PATENT
REEL: 011644 FRAME: 0456

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.

RENEE M. KOSSLAK
Name of Person Signing
(for ROBIN M. SILVA)

Renee M. Kosslak
Signature

3/19/01
Date

Total number of pages including cover sheet, attachments and document: [6]

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, DC 20231**

File No. A-67643-2/RFT/RMS/RMK

1046536

ASSIGNMENT

WHEREAS, the undersigned,

- (1) Gary Blackburn,
- (3) Jon Faiz Kayyem,
- (5) Robert H. Terbrueggen,

- (2) Bruce D. Irvine,
- (4) Edward Lewis Sheldon III,

(hereinafter termed "Inventors"), residents of

- (1) Glendora,
- (3) Pasadena,
- (5) Manhattan Beach,

- (2) Glendora,
- (4) Arcadia,

respectively, Counties of

- (1) Los Angeles,
- (3) Los Angeles,
- (5) Los Angeles,

- (2) Los Angeles,
- (4) Los Angeles,

respectively, States of

- (1) California,
- (3) California,
- (5) California,

- (2) California,
- (4) California,

respectively, have invented certain new and useful improvements in

AMPLIFICATION OF NUCLEIC ACIDS WITH ELECTRONIC DETECTION

and have executed an application for a United States patent disclosing and identifying the invention having Serial No. 09/621,275 and filing date of 20 July 2000; and

WHEREAS, Clinical Micro Sensors, Inc., a corporation of the State of Delaware, having a place of business at 757 S. Raymond Avenue, Pasadena, State of California 91105, (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:

1. 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.

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 as follows:

Date: 3/15/2001 (1) [Signature]
Gary Blackburn

County of _____)
State of _____) ss.

On this 15th day of March, in the year 2001, before me, Jessica Smith Notary Public of the State of California, personally appeared (1) Gary Blackburn, 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 [Signature] (Seal)



Date: 3/15/01 X

(2) Bruce D. Irvine X
Bruce D. Irvine

County of Los Angeles
State of California)
) ss.

On this 15th day of March, in the year 2001, before me, Jessica Smith Notary Public of the State of California, personally appeared (2) Bruce D. Irvine, 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: Jessica Smith



(Seal)

Date: March 15, 2001 X

(3) Jon Faiz Kayyem X
Jon Faiz Kayyem

County of Los Angeles
State of California)
) ss.

On this 15th day of March, in the year 2001, before me, Jessica Smith Notary Public of the State of California, personally appeared (3) Jon Faiz Kayyem, 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: Jessica Smith



(Seal)

Date: March 16, 2001 X

(4) Edward Lewis Sheldon III
Edward Lewis Sheldon III

County of Los Angeles
State of California)
) ss.

On this 16th day of March, in the year 2001, before me, Jessica Smith Notary Public of the State of California, personally appeared (4) Edward Lewis Sheldon III, 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: Jessica Smith



(Seal)

Date: 3-15-01 (5) Pat H. Terbruggen
Robert H. Terbruggen

County of _____
State of _____)
) ss.

On this 15th day of March, in the year 2001, before me, Jessica Smith, Notary Public of the State of California, personally appeared (5) Robert H. Terbruggen, ~~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 Jessica Smith

(Seal)

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