

05-10-2001

U.S. DEPARTMENT OF COMMERCE

4-10-01
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2 SHEET

Patent and Trademark Office
Docket No. 492692000100

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

1. Name of conveying party(ies):
Nurith KURN

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Other

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

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

Name: NuGen Technologies, Inc.
Internal Address: 11 Bennett Road
Street Address: 11 Bennett Road
City: Redwood City, State: California ZIP: 94062

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Correction of previously recorded assignment on
Reel/Frame: 011297/0847.

Execution Date: October 11, 2000

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)
09/660,877 filed September 13, 2000

B. Patent No.(s)

Additional numbers attached? Yes No

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

Catherine M. Polizzi
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: one (1)

7. Total fee (37 C.F.R. § 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account, referencing
Attorney Docket 492692000100, duplicate copy enclosed
for fee processing.

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Catherine M. Polizzi
Registration No: 40,130

Catherine M. Polizzi 4/4/01
Signature Date

Total number of pages comprising cover sheet, attachments and document: seven (7)

Mail documents to be recorded with required cover sheet information to:
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pa-565621

PATENT
REEL: 011768 FRAME: 0974

12-06-2000

J.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office
Docket No. 492692000100

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

1. Name of conveying party(ies):
Nurith Kurn *11-20-00*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Other

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

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

Name: NuGen Technologies, Inc.
Internal Address:
Street Address: 11 Bennett Road
City: Redwood City, State: CA ZIP: 94062

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: *October 11, 2000*

4. Application number(s) or patent number(s):

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09/660,877 filed September 13, 2000

B. Patent No.(s)

Additional numbers attached? Yes No

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Catherine M. Polizzi
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: *

7. Total fee (37 C.F.R. § 3.41): \$40.00
 Enclosed
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8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Gladys H. Monroy
Registration No: 32, 430

Gladys Monroy
Signature

11/13/00
Date

Total number of pages comprising cover sheet, attachments and document: 2

12/06/2000 MTHA11 00000058 09660877

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pa-538449

PATENT
REEL: 011768 FRAME: 0975

**ASSIGNMENT
SOLE**

THIS ASSIGNMENT, by Nurith Kurn (hereinafter referred to as the assignor), residing at 2876 Ramona Street, Palo Alto, CA 94306, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in METHODS AND COMPOSITIONS FOR LINEAR ISOTHERMAL AMPLIFICATION OF POLYNUCLEOTIDE SEQUENCES, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 09/660,877 and filed on September 13, 2000; and

WHEREAS, NuGEN Technologies, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 11 Bennett Road, Redwood City, CA 94062 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

10-11-00
Date

Nurith Kurn
Nurith Kurn