

07-03-2001

EET

C.2201



TO THE ASSISTANT COMMISSIONER F

101767915

al documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

INTERNATIONAL CANINE GENETICS, INC.

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

() Yes (X) No

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

Name: SYNBOTICS CORPORATION

Internal Address:

Street Address: 11011 Via Frontera

City: San Diego State: CA ZIP: 92127

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

() Yes (X) No

3. Nature of conveyance:

(X) Assignment  
( ) Merger  
( ) Security Agreement  
( ) Change of Name  
( ) Other:

4. Patent number:

(X) Patent No.: 5,279,942 (CIP of USP 5,089,419)

Issue Date: January 18, 1994

Additional numbers attached? ( ) Yes (X) No

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) October 25, 1996

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

Name: AnneMarie Kaiser  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: SYNBIO.121CP1

7. Total fee (37 CFR 3.41): \$40.00

(X) Enclosed

( ) Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

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.

AnneMarie Kaiser  
Name of Person Signing

Signature

Date

37,649  
Registration No.

Total number of pages including cover sheet, attachments and document: 3

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

U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

S:\DOCS\AOK\AOK-6603.DOC:dmr 062001

PATENT  
REEL: 011934 FRAME: 0063

## ASSIGNMENT OF PATENTS AND LICENSES

WHEREAS, International Canine Genetics, Inc., a Delaware corporation with a place of business at 271 Great Valley Parkway, Malvern, Pennsylvania 19355 ("Assignor") is the owner of the following patents (the "Patents"):

United States Patent Number 5,120,660 issued June 9, 1992, for "Method for Canine Fertility Detection";

United States Patent Number 5,106,761 issued April 21, 1992, for "Method for Determining Molecules in a Liquid Medium"; and

United States Patent Number 5,089,419 issued February 18, 1992, for "Detection of Pregnancy by Identification of the C Peptide of Relaxin in the Urine of Animals"; and

WHEREAS, Assignor is the owner of the following exclusive licenses (the "Licenses"):

Exclusive License for the use of U.S. Patent Number 5,108,897 issued April 28, 1992, for "Relaxin Testing for Early Detection of Pregnancy in Dogs", pursuant to a certain Exclusive License Agreement dated October 6, 1995 between Assignor, Cornell Research Foundation, Inc., the University of Medicine and Denistry of New Jersey and New York University; and

Exclusive License for the use of U.S. Patent Number 5,482,055 issued January 9, 1996, for "Method for Assessing Canine Hip Dysplasia", pursuant to a certain License Agreement, as amended to date, dated December 16, 1993 between Assignor and The Trustees of the University of Pennsylvania; and

WHEREAS, Synbiotics Corporation, a California corporation with a place of business at 11011 Via Frontera, San Diego, California 92127 ("Assignee") is desirous of acquiring the entire and exclusive right, title and interest in and to the Licenses and in and to the Patents and the underlying inventions described therein in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers and conveys to Assignee and Assignee's successors and assigns all of Assignor's right, title, and interest throughout the world in and to the Licenses and in and to the Patents, the underlying inventions described therein and all future improvements thereon, and any and all Letters Patents whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patents and Licenses including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof.

Assignor further assigns to Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and empowers Assignee to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense: (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the inventions and any improvements; (b) (i) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (ii) perform such other acts, as Assignee lawfully may request to obtain or maintain Letters Patents for the inventions and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the undersigned authorized representative of Assignor has hereto signed his/her name this 25th day of October, 1996.

INTERNATIONAL CANINE GENETICS, INC.  
(Assignor)

Signed:

Paul A. Rosinack  
Paul A. Rosinack, President and  
Chief Executive Officer

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

)  
) ss  
)

On October 25, 1996, before me, Judith Francello, Notary Public, personally appeared Paul A. Rosinack, 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 to me that he/she executed the same in his/her authorized capacity, 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.



My Commission Expires:

Judith Francello  
Notary Public

Jan. 24, 1997

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND LICENSES]