

Form PTO-1595 (Modified)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

<p>1. Name of conveying party(ies): Daryn Kenny Lu Ping Shen Vincent P. Antao Audrey N. Player Wei Cao</p> <p>Additional name(s) of conveying party(ies) attached? ___ Yes <u>X</u> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Bayer Corporation</p> <p>Internal Address:</p> <p>Street Address: 511 Benedict Avenue</p> <p>City: Tarrytown State: New York ZIP: 10591-5097</p> <p>Additional name(s) & address(es) attached? ___ Yes <u>X</u> No</p>
<p>3. Nature of conveyance: <u>X</u> Assignment ___ Merger ___ Security Agreement ___ Change of Name ___ Other:</p> <p>Execution Dates: 8/27/01, 9/11/01, 9/19/01, 9/20/01</p>	

4. Application numbers(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application No. 09/872,493, filed 6/1/01</p>	<p>B. Patent No.(s)</p>
---	-------------------------

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mark A. Wilson, Reg. No. 43,275 Street Address: REED & ASSOCIATES 800 Menlo Avenue, Suite 210 Menlo Park, California 94025 (650) 330-0900 Telephone (650) 330-0980 Facsimile</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): \$80.00</p> <p>___ Enclosed</p> <p><u>X</u> Authorized to be charged to deposit account</p> <p>8. Deposit Account No. 18-0580</p> <p>The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 with regards to this correspondence.</p>
---	--

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.

<p>Mark A. Wilson, Reg. No. 43,275 Name of Person Signing</p>	<p><i>Mark A. Wilson</i> Signature</p>	<p><i>September 28, 2001</i> Date</p>
--	---	--

Total number of pages including cover sheet 5

Atty Dkt No. 1300-2329

Bayer No. MST-2329

ASSIGNMENT**JOINT**

THIS ASSIGNMENT, by Daryn Kenny, Lu Ping Shen, Vincent P. Antao, Audrey N. Player and Wei Cao (hereinafter referred to as the assignors), residing at Moraga, California, San Leandro, California, Berkeley, California, Silver Springs, Maryland and Shanghai, China respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in HIGHLY SENSITIVE GENE DETECTION AND LOCALIZATION USING *IN SITU* BRANCHED-DNA HYBRIDIZATION set forth in an application for Letters Patent of the United States, ___ having an oath or declaration executed on even date herewith; X bearing Serial No. 09/872,493 and filed on June 1, 2001; and

WHEREAS, BAYER CORPORATION, a corporation duly organized under and pursuant to the laws of Indiana, and having its principal place of business at 511 Benedict Avenue, Tarrytown, New York 10591-5097 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention 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 considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, 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 behoof and the use and behoof 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 assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have 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 assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said

invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part 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 invention, 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 assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date 9/19/2001 Name of Inventor Daryn Kenny
Daryn Kenny

Date 9/19/2001 Name of Inventor Lu Ping Shen
Lu Ping Shen

Date 9/20/01 Name of Inventor Vincent Antao
Vincent P. Antao

Date 9/11/01 Name of Inventor Audrey N. Player
Audrey N. Player

Date _____ Name of Inventor _____
Wei Cao

Atty Dkt No. 1300-2329
Bayer No. MS1-2329

ASSIGNMENT

JOINT

THIS ASSIGNMENT, by Daryn Kenny, Lu Ping Shen, Vincent P. Antao, Audrey N. Player and Wei Cao (hereinafter referred to as the assignors), residing at Moraga, California, San Leandro, California, Berkeley, California, Silver Springs, Maryland and Shanghai, China respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in HIGHLY SENSITIVE GENE DETECTION AND LOCALIZATION USING *IN SITU* BRANCHED-DNA HYBRIDIZATION set forth in an application for Letters Patent of the United States, ___ having an oath or declaration executed on even date herewith; X bearing Serial No. 09/872,493 and filed on June 1, 2001; and

WHEREAS, BAYER CORPORATION, a corporation duly organized under and pursuant to the laws of Indiana, and having its principal place of business at 511 Benedict Avenue, Tarrytown, New York 10591-5097 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention 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 considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, 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 behoof and the use and behoof 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 assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have 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 assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said

PATENT
REEL: 012017 FRAME: 0618

invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part 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 invention, 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 assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date _____ Name of Inventor Daryn Kenny

Date _____ Name of Inventor Lu Ping Shen

Date _____ Name of Inventor Vincent P. Antao

Date _____ Name of Inventor Audrey N. Player

Date Aug 27, 2001 Name of Inventor 
Wei Cao