


01-07-2002

FORM PTO-1595 1-31-92		REC-1			PT	U.S. DEPARTMENT OF COMMERCE Patent and Trademark office	
12/31/01							101935447
To the Director of Patents and Trademarks. Please record the attached original documents or copy thereof.							
1. Name of Conveying Party(ies): Hiroshi Murakami, Ph.D. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> YES <input type="checkbox"/> NO				2. Name and address of receiving party(ies): Name: <u>The Government of the United States of America as</u> <u>represented by the Secretary of the Department of Health and</u> <u>Human Services</u> Internal Address: <u>Office of Technology Transfer, Suite 325</u> Street Address: <u>6011 Executive Boulevard</u> City <u>Rockville</u> State <u>MD</u> ZIP <u>20852</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>October 22, 2001</u>							
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) 09/881,446 and 60/211,698				B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Tanya M. Harding, Ph.D.</u> <u>Klarquist Sparkman, LLP</u> Internal Address: <u>One World Trade Center, Suite 1600</u> Street Address: <u>121 S.W. Salmon Street</u> <u>Portland, Oregon 97204-2988</u>				6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR § 3.41): <u>\$80.00</u> Enclosed. 8. <input checked="" type="checkbox"/> Any deficiency/overpayment is authorized to be charged to deposit account 02-4550. A copy of this sheet is enclosed.			
DO NOT USE THIS SPACE							
9. Statement and signature. <i>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.</i> <u>Tanya M. Harding, Ph.D.</u> <u>November 9, 2001</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments and document: <u>4</u>							
OMB No. 0651-0011 (exp. 4/94)							

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ASSIGNMENT

WHEREAS, we, Robert A. Star, of 5110 Waukesha Road, Bethesda, MD 20816, a citizen of the United States of America, Hiroshi Murakami, of 2-3-17-222 Kashiwagi, Aoba-Ku, Sendai, Miyagi, JAPAN 981-0933, a citizen of Japan, Lance A. Liotta, of 8601 Bradley Blvd., Bethesda, MD 20817, a citizen of the United States of America, and Kenneth R. Spring, of 14010 Cove Avenue, Rockville, MD 20851, a citizen of the United States of America, employees of the Department of Health and Human Services at the time the invention was made, have invented RAPID FLUORESCENT LABELING OF TISSUE FOR MICRODISSECTION USING FLUORESCENT SPECIFIC BINDING AGENTS for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/211,698, filed on June 14, 2000; and
U.S. Application No. 09/881,446 filed on June 13, 2001;

both of which applications are collectively referred to herein as "the patent applications."

WHEREAS, the conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph I(a) of Executive order 10096, to the entire right, title, and interest, both domestic and foreign, of the invention and patent applications; and

WHEREAS, the Government of the United States of America is desirous of acquiring all domestic and foreign right, title, and interest in the aforesaid invention described in the aforesaid patent applications as well as any Letters Patent of the United States of America issuing therefrom; and

NOW, THEREFORE, to all whom it may concern, be it known for and in consideration of the premises and other valuable considerations, we the undersigned, have sold, assigned, and transferred and by these presents do sell, assign, and transfer unto The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services (hereinafter THE GOVERNMENT), and their successors, the full and exclusive right, title, and interest in the invention, patent applications and patent rights throughout the United States of America, its territories and dependencies, and within each and every foreign country in which THE GOVERNMENT elects to file the invention described in the aforesaid patent applications, all rights in the invention and the patent applications, and all Letters Patents and Registrations which may be granted on the same in the United States of America and all countries throughout the world, and to claim the priority from the patent applications as provided by United States law and the Paris Convention, or of any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

AND, we hereby authorize and request the Commissioner for Patents to issue said Letters Patent or Patents to THE GOVERNMENT as an assignee of the entire right, title, and interest in and to the same throughout the United States of America, its territories and dependencies, and within each and every foreign country in which THE GOVERNMENT elects to file, for the sole use for the full term or terms for which said Letters Patent or Patents and Registrations may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof which may be granted as fully and entirely as the same would have been held by us, had this assignment not been made;

AND, we hereby warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied with respect to the aforesaid patent applications which will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of this instrument by us;

AND, we hereby agree to execute any and all applications for Letters Patent in the United States of America and foreign countries, and to furnish and deliver to the Secretary, Department of Health and Human Services, upon request, all data and documents, and to execute any papers which may be necessary for the prosecution of any application or applications of Letters Patent or for THE GOVERNMENT to exercise its rights granted hereunder, including communicating to THE GOVERNMENT, its representatives or agents, any facts relating to said invention, including evidence for interference purposes, or for other proceedings, whenever requested, to testify in any interference or other proceedings, whenever requested, and to execute and deliver on

request all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon our heirs, legal representatives, administrators and assigns, and we shall assist THE GOVERNMENT in every way as may be requested in protecting said invention, provided that any expense of extending such assistance shall be paid by THE GOVERNMENT.

we hereby grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: _____

Robert A. Star

STATE OF _____)
) ss.
COUNTY OF _____)

This ____ day of _____, _____, before me personally came the above-named Robert A. Star, who executed the foregoing Assignment in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

Notary Public for _____
My commission expires: _____

[SEAL]

Dated: October 22, 2001

Hiroshi Murakami
Hiroshi Murakami

Witnesses:

Mari Murakami

(Print name: Mari Murakami)

Toshiki Rikiyama

(Print name: Toshiki Rikiyama)

Lance A. Liotta

Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This ____ day of _____, _____, before me personally came the above-named Lance A. Liotta, who executed the foregoing Assignment in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

Notary Public for _____
My commission expires: _____

[SEAL]

Dated:

Kenneth R. Spring

STATE OF _____)
) ss.
COUNTY OF _____)

This ____ day of _____, _____, before me personally came the above-named Kenneth R Spring, who executed the foregoing Assignment in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

Notary Public for _____
My commission expires: _____

[SEAL]