# KOLISCH HARTWELL DICKINSON MCCORMACK & HEUSER

A Professional Corporation

PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

Peter E. Heuser" David P. Cooper Pierre C. Van Rysselberghe\* Walter W. Karnstein Charles H. DeVoe David S. D'Ascenzo Owen W. Dukelow\* James R. Abney, Ph.D. Mark D. Alleman\* M. Matthews Hall, Ph.D. Christopher S. Tuttle B. Anna McCoy David E. Hall Ellen M. Gonzales Paul W. Churilla Jason C. Creasman Thomas A. Dougherty Patent Agents: Anton E. Skaugset, Ph.D.

Stan M. Hollenberg. Ph.D. Technical Consultant:

David M. Sheehan, Ph.D.

Of Counsel: J. Pierre Kolisch Jon M. Dickinson John M. McCormack\*

M. H. Hartwell 1927-2000

\* CA Bar Only \* OR & CA Bars

• OR, CA & ID Bars • OR, CA & WA Bars

OREGON ⊠ 200 Pacific Building 520 S.W. Yamhill St. Portland, OR 97204 Telephone: 503/224-6655 Facsimile: 503/295-6679

CALIFORNIA □ 260 Sheridan Ave.. Ste. 200 Palo Alto, CA 94306-2009 Telephone: 650/325-8673 Facsimile: 650/323-5076

IDAHO □ 101 S. Capitol Blvd., Ste. 500 Boise. ID 83702 Telephone: 208/384-9166 Facsimile: 208/384-9169

info@khdmh.com www.khdmh.com OFFICE OF DURING DECORDS

2777 AFP 11 AM 9: 32

FINANCE SECTION



Our File – NSL 301H

December 5, 2001

**Box ASSIGNMENT** Commissioner for Patents Washington, D.C. 20231

4.11.02

# RECORDATION FORM COVER SHEET <u>PATENTS ONLY</u>

Sir:

Enclosed for recordation in the records of the U.S. Patent and

Trademark Office is a copy of a document with particulars as follows:

(1) Name of conveying party:

Robert L. Pollack

(2) Name and address of receiving party:

AminoPath Labs, L.L.C. 970 Columbia Boulevard St. Helens, Oregon 97051

(3) The nature of the conveyance is an assignment which

was executed November 23, 1999.

(4) This document is being filed in connection with U.S.

Patent Application Serial No. 09/924,387, which was filed on August 7, 2001.

(5) Any and all correspondence concerning this document

should be addressed and mailed to the following:

### PATENT REEL: 012794 FRAME: 0347

David S. D'Ascenzo Kolisch, Hartwell, Dickinson, McCormack & Heuser 520 S.W. Yamhill Street, Suite 200 Portland, Oregon 97204

(6) The total number of patent applications involved in this conveyance is one (1).

(7) Our check in the total amount of \$617.00 is enclosed, to cover the filing fee (\$370.00), the extra claims fees (\$87.00), the missing parts surcharge (\$65.00), the one-month extension fee (\$55.00) and the assignment recordation fee (\$40.00), in accordance with 37 C.F.R. § 3.41.

(8) Please charge our Deposit Account No. 11-1540 for any additional fees which may be required.

(9) 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.

Respectfully submitted,

KOLISCH, HARTWELL, DICKINSON, McCORMACK & HEUSER

David S. D'Ascenzo Registration No. 39,952 of Attorneys for Applicants 520 S.W. Yamhill Street, Suite 200 Portland, Oregon 97204 Telephone: (503) 224-6655 Facsimile: (503) 295-6679



TOTAL NUMBER OF PAGES (ASSIGNMENT AND COVER SHEET): 4



A Professional Corporation PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

KOLISCH

Peter E. Heuser® David P. Cooper Pierre C. Van Rysselberghe\* Walter W. Karnstein Charles H. DeVoc David S. D'Ascenzo Owen W. Dukelow\* James R. Abney, Ph.D.\* Mark D. Alleman M. Matthews Hall, Ph.D. Christopher S. Tuttle B. Anna McCoy David E. Hall Ellen M. Gonzales' Paul W. Churilla Jason C. Creasman Thomas A. Dougherty

Patent Agents: Anton E. Skaugset. Ph.D Stan M. Hollenberg, Ph.D.

Technical Consultant: David M. Sheehan, Ph.D.

Of Counsel: J. Pierre Kolisch Ion M. Dickinson John M. McCormack'

M. H. Hartwell 1927-2000

\* CA Bar Only \* OR & CA bars OR, CA & D Bars <sup>4</sup> OR, CA & WA Bars

OREGON ⊠ 200 Pacific Building 520 S.W. Yamhill St. Portland, OR 97204 Telephone: 503/224-6655 Facsimile: 503/295-6679

CALIFORNIA 🗆 260 Sheridan Ave., Ste. 200 Palo Alto, CA 94306-2009 Telephone: 650/325-8673 Facsimile: 650/325-5076

IDAHO □ 101 S. Capitol Blvd., Ste. 500 Boise, ID 83702 Telephone: 208/384-9166 Facsimile: 208 384-9169

info@khdmh.com www.khdmh.com





Our File – NSL 301H

December 5, 2001

**Box ASSIGNMENT Commissioner** for Patents Washington, D.C. 20231

# **RECORDATION FORM COVER SHEET** PATENTS ONLY

Sir:

Enclosed for recordation in the records of the U.S. Patent and

Trademark Office is a copy of a document with particulars as follows:

(1)Name of conveying party:

Robert L. Pollack

Name and address of receiving party: (2)

> AminoPath Labs, L.L.C. 970 Columbia Boulevard St. Helens, Oregon 97051

The nature of the conveyance is an assignment which (3)

was executed November 23, 1999.

This document is being filed in connection with U.S. (4)

Patent Application Serial No. 09/924,387, which was filed on August 7, 2001.

Any and all correspondence concerning this document (5)

should be addressed and mailed to the following:

PATENT REEL: 012794 FRAME: 0349

## **ASSIGNMENT OF PATENT**

#### **RECITALS:**

A. The undersigned, ROBERT L. POLLACK, residing at 8442 Chippewa Road, Philadelphia, PA, 19128 (hereinafter referred to as "Assignor") has invented certain improvements generally related to the isolation of naturally occurring amino acids for which U.S. Patent No. 5,945,542, entitled "Isolation of Natural 1-B-3-Indolylalanine and Enrichment of Natural Aliphatic Amino Acid Mixtures with Natural L-B-3 Indolylalanine," issued on August 31, 1999 (the "Patent"). The Patent issued from U.S. Patent Application Serial No. 09/303,952, which was filed February 26, 1998, and from which U.S. Patent Application No. 09/361,489 and PCT Patent Application Serial No. PCT/US99/19711 are presently pending (collectively, the "Patent Applications").

B. AMINOPATH LABS, L.L.C., a limited liability company organized and existing under the laws of the State of Oregon and having an office for the transaction of business at 970 Columbia Blvd., St. Helens, Oregon, 97051, ("Assignee") desires to obtain all of Assignor's right, title and interest in and to such invention, the Patent and the Patent Applications. Assignor desires to assign such right, title and interest to Assignee.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its legal representatives, successors and assigns, all of Assignor's right, title and interest in and to the above described invention, the Patent, the Patent Applications, and any and all patents of the United States, its territorial possessions and any and all foreign countries which may be issued in connection therewith, including any continuations, divisions, renewals, or substitutions thereof (hereinafter collectively referred to as the "Patent Rights").

2. Covenants. Assignor does hereby covenant that he has full right, power, and authority to make this Assignment and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Future Acts. Assignor does hereby covenant and agree that he, including his lawful legal representatives, successors and assigns, shall not execute any writing or do any act whatsoever conflicting with this Assignment and upon request and without further or additional consideration, but at the expense Assignee, will execute and deliver such additional assignments, instruments, applications, papers, affidavits, powers of attorney or other writings and perform such further or additional acts as Assignee may deem necessary or desirable to effectively secure to and vest unto Assignee the entire right, title and interest set forth in this Assignment and render all necessary assistance in making further applications, continuations, divisions, renewals or substitutions thereof and in enforcing any rights accruing as a result of this Assignment.

4. Issuance of Patent. Assignor hereby requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for or in

Page 1 of 2 ASSIGNMENT OF PATENT

### PATENT REEL: 012794 FRAME: 0350

connection with the Patent Rights to Assignee, its legal representatives, successors, or assigns, as the owner of the entire right, title, and interest of Assignor in and to said Patent Rights.

		. 0		1	
DATED:	Effective this _	23	day of	November	, 1999.

**ASSIGNOR:** 

bert & Pollack 11/23/99 Date

ASSIGNEE: AMINOPATH LABS, L.L.C., an Oregon limited liability company

11/23/99 Robert L Pollack By

STATE OF PENNSYLVANNIA COUNTY OF <u>Philadephia</u>) ss.

Limthe Len Notar Rublic

Notarial Seal Cynthia Lewis, Notary Public Philadelphia, Philadelphia County My Commission Expires May 26, 2003

STATE OF PENNSYLVANNIA ) COUNTY OF <u>thiladeliphin</u>) ss.

Member, Pennsylvania Association of Notarles

Personally appeared the above named Robert L. Pollack on 1999, the Manager of AminoPath Labs, L.L.C., an Oregon limited liability company, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the

Muth, tary Public

Page 2 of 2 ASSIGNMENT OF PATENT

company.

### **RECORDED: 01/17/2002**

Member, Pennsylvania Association of Notarles PATENT REEL: 012794 FRAME: 0351

Network Seal Oynthia Lover M. Kery Public Philadelphia Philadelphia County My Commission Expires May 26, 2003