

FORM PTO-1595 (modified)

(Rev. 6-93)

RE

08-13-2002



SHEET

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Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

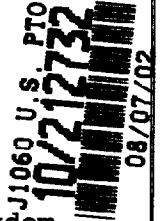
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1. Name of conveying party(ies):

George Robert Atkinson  
Alysia Hallam

08/07/02

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

GENETIX LIMITED  
Queensway  
New Milton  
Hampshire BH25 5NN United Kingdom

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

July 24, 2002

Additional name(s) &amp; address(es) attached? NO

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

If this is being filed together with a new application, the execution date of the application is: July 22, 2002

A. Patent Application Number(s):

10/212732

B. Patent Number(s):

Additional numbers attached? NO

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

Michele M. Simkin  
FOLEY & LARDNER  
Washington Harbour  
3000 K Street, N.W., Suite 500  
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

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

 Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michele M. Simkin

August 7, 2002

Name of person signing

Signature

Date

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

08/08/2002 SDIRETAL 00000009 10212732

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ATTORNEY REF:

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on the **24 July 2002 BETWEEN**

**GEORGE ROBERT ATKINSON** of British nationality, resident at Flat 1, 1A Heather Close, Walkford, Dorset BH23 5RP, United Kingdom (hereinafter referred to as "Inventor"); and

**ALYSIA HALLAM** of British nationality, resident at 4/45 Norwich Avenue West, Bournemouth, Dorset BH2 6AJ, United Kingdom (hereinafter referred to as "Inventor"); and

**GENETIX LIMITED**, a legal body organized under the laws of England having a place of business at Queensway, New Milton, Hampshire BH25 5NN, United Kingdom (hereinafter referred to as "the Employer").

WHEREAS :-

(A) Each Inventor claims jointly with the other Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention"); and

(B) The Invention has been made by the Inventors during the period of their employment with the Employer and in the course of their normal duties with the Employer and by virtue of the terms of their employment with the Employer, the Invention is to be taken as between the Employer and the Inventors to belong to the Employer.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each Inventor **HEREBY ACKNOWLEDGES** that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer, and pursuant thereto **HEREBY ASSIGNS TO AND CONFIRMS** the vesting in the Employer of:

(a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and

(b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.

2. Each Inventor hereby undertakes to the Employer that he/she will at the expense of the Employer execute all documents and do all such acts and things as the Employer may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Employer or its nominee free from all encumbrances and to enable or to assist the Employer or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof

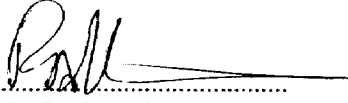
3. Each Inventor hereby warrants to the Employer:
- (a) that he/she has not assigned or agreed to assign to any person firm company or legal body or otherwise encumbered the Invention or any other part of the rights therein and thereto;
  - (b) that he/she has not disclosed and will not disclose the Invention to any person firm company or legal body other than the Employer except as directed by the Employer;
  - (c) that he/she will give to the Employer all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer shall require;
  - (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.


IN WITNESS thereof the parties have duly executed this document the day and year first above written

SCHEDULE

The invention is as described in the attached draft specification entitled:- "**BIOCHEMICAL AMPLIFICATION OF NUCLEIC ACIDS**"


SIGNED by the Inventor:

  
.....  
GEORGE ROBERT ATKINSON

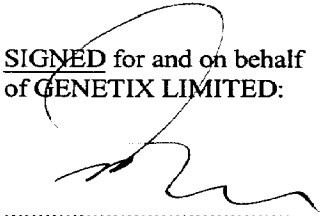
  
.....  
Witness


SIGNED by the Inventor:

  
.....  
ALYSIA HALLAM

  
.....  
Witness

SIGNED for and on behalf  
of GENETIX LIMITED:

  
.....  
SIMON HEDGER  
COMPANY SECRETARY

  
.....  
Witness