

11-20-2002



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FORM PTO-1595
(Revised 6-93)

U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 19113.0050

1. Name of conveying party(ies):
Medical University of South Carolina

Additional names of conveying party(ies)
attached?

YES NO

11-18-02

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

Name: MUSC FOUNDATION FOR RESEARCH DEVELOPMENT

Internal Address: 261 Calhoun Street, Suite 305

Street Address: 261 Calhoun Street, Suite 305

City: Charleston

State: SC

Zip: 29425

Additional name(s) and address(es) attached?

YES NO

3. Nature of conveyance:

Assignment

Merger

Other

Security Agreement

Change of Name

Execution Date: May 19, 1998

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): 09/086,372

B. Patent No.(s): 6,037,129

Additional numbers attached? YES NO

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

Gwendoly D. Spratt, Esquire
NEEDLE & ROSENBERG, P.C.
Suite 1200, The Candler Building
127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1811
(404) 688-0770

6. Total number of applications and patents involved:
1

7. Total fee (37 CFR 3.41):

\$40.00

Payment is to be charged to a credit card and such payment is authorized by the signed, enclosed document entitled: Credit Card Payment Form PTO-2038.

Payment is to be made by check or money order. Charge any additional amount due or credit any overpayment to Deposit Account.

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8. Deposit account number: 14-0629

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(Attach duplicate copy of this form if paying by deposit account)

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.

Gwendolyn D. Spratt

Gwendolyn D. Spratt
Reg. No. 36,016

11-13-02

Date

Total Number of Pages Including Cover Sheet, Attachments, and Document:3

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Commissioner for Patents, Washington, D.C. 20231, on the date below.

Gwendolyn D. Spratt

Gwendolyn D. Spratt

11-13-02

Date

UNIVERSITY TO FOUNDATION ASSIGNMENT

WHEREAS, Medical University of South Carolina, having a place of business at 171 Ashley Avenue, Charleston, SC 29425-2230, (hereinafter termed "Assignor"), owns the entire right, title, and interest in the inventions described below (hereinafter "Said Inventions,")

Multi-Marker RT-PCR Panel for Detecting Metastatic Breast Cancer

for which an United States Patent Application Serial No.: 09/086,372, was filed on May 28, 1998, and

WHEREAS, MUSC Foundation for Research Development, having a place of business at 261 Calhoun St., Suite 305, Charleston, SC 29425, (hereinafter termed "Assignee"), is desirous of acquiring the Assignor's right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received from said Assignee, including the obligations of Assignee to Assignor contained in the Agreement between the Assignor and Assignee dated November 15, 2001:

1. Said Assignor does hereby, subject to the rights of the United States Government, if any, pursuant to 35 U.S.C. § 200 et seq., sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefore and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. In the event that the Agreement between the parties dated November 15, 2001 is terminated, Assignee shall, pursuant to the Agreement, transfer in full the rights conveyed in this Assignment back to Assignor or Assignor's designee, subject to any rights of third parties, including license rights, prior sales or other dispositions existing at the time of termination of the Agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee this 19th day of May, 1998.

MUSC FOUNDATION FOR RESEARCH DEVELOPMENT

MEDICAL UNIVERSITY OF SOUTH CAROLINA

By: [Signature]
Title: _____

By: Rosalind K. Crum
Title: VP Academic Affairs and Provost