

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	<b>CORRECTED RECORDATION FORM COVER SHEET PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Anoop Agrawal, John P. Cronin, Juan C. Tonazzi, A. G. Goodyear, Robert C. Lecompte, Michael E. Hogan, and David W. Galbraith

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Corrected Recordation Form for Assignment (see attached explanation)

Execution Date: Feb. 5 & Feb. 12, 2003

2. Name and address of receiving party(ies)

Name: BIOMICROARRAYS, INC.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

4541 East Lowell Road

City: Tucson, Arizona

Country: US

Zip: 85712

Additional name(s) & address(es) attached: ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

A. Patent Application No.(s):

10/291,467

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gino Catena  
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: HO-P02456US1

Street Address:  
1301 McKinney, Suite 5100

City: Houston State: TX Zip: 77010-3095

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☐ Enclosed  
☒ Authorized to be charged to deposit account  
☐ Authorized to be charged to credit card  
 (Form 2038 enclosed)

8. Deposit account number:

06-2375 / 10204466

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

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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.

Gino Catena  
Name of Person Signing

Signature

August 11, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 8

Recordation Form Cover Sheet  
 I hereby certify that this correspondence is being RightFaxed to Steven Post at the U.S. Patent and Trademark Office at Facsimile No. (703) 306-5995, on the date shown below.  
 Dated: August 11, 2003 Signature: Pamela Tincha (Pamela S. Tincha)

**PATENT**

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03-10-2003



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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

# 3-5-03

## RECORDATION FORM COVER SHEET

### PATENTS ONLY

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U.S. Patent and Trademark Office

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☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: Feb. 5 &amp; Feb. 12, 2003

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

Name: ENKI TECHNOLOGIES

Internal Address:

Street Address:

4541 East Lowell Road

City: Tucson, Arizona

Country: US

Zip: 85712

Additional name(s) &amp; address(es) attached:

☐ Yes☒ No

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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.

Gino Catena

Name of Person Signing

Signature

March 5, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

## Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EU578408414US, in an envelope addressed to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231, on the date shown below.

Dated: March 5, 2003

Signature:

Pamela S. Tincha (Pamela S. Tincha)

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PATENT  
REEL: 013864 FRAME: 0704

**ASSIGNMENT BY INVENTORS**

**WHEREAS** we, Anoop Agrawal; John P. Cronin; Juan C. Tonazzi; A. G. Goodyear; Robert S. LeCompte; Michael E. Hogan; and David W. Galbraith (hereinafter referred to as "Assignors"), are the inventors of a certain new and useful invention entitled **HIGH SURFACE AREA SUBSTRATES FOR MICROARRAYS AND METHODS TO MAKE SAME**, of which a Patent application for Letters Patent of the United States, already filed on November 8, 2002 as U.S. application No. 10/291,467 (hereinafter called "Invention"); and

**WHEREAS**, BIOMICROARRAYS, INC., a corporation organized under and pursuant to the laws of Arizona having its principal place of business at 4541 E. Fort Lowell Road, Tucson, AZ 85712 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Invention and any application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and all right of action, past, present, and future for unauthorized use, manufacture, sale, or offer to sell said Invention or for infringement of any patent or like rights, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.


**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery herein,

Assignors are the sole and lawful owners of the entire right, title and interest in and to the said Invention and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

  
Anoop Agrawal

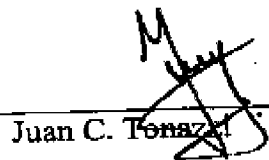
Feb 5<sup>th</sup> 03

Date

  
John P. Cronin

Feb 5<sup>th</sup> 03

Date

  
Juan C. Tonaz

Feb. 5<sup>th</sup> '03

Date

  
A.G. Goodyear

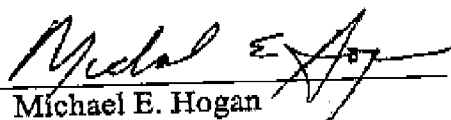
Feb 5<sup>th</sup> 03

Date

  
Robert S. LeCompte

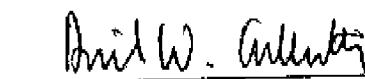
2/5/03

Date

  
Michael E. Hogan

2/12/03

Date

  
David W. Galbraith

2/5/03

Date