



FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

05-16-2003



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5.13.03

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Conveying Party(ies)

- ☐ Mark if additional names of conveying parties attached

Name (line 1) Mingyue HE

Execution Date
Month Day Year
04 28 03

Name (line 2)

Second Party

Name (line 1) Michael John TAUSSIG

Execution Date
Month Day Year
04 15 03

Name (line 2)

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name (line 1) Discerna Limited

Name (line 2)

Address (line 1) Babraham Hall, Babraham

Address (line 2)

Address (line 3) Cambridge

United Kingdom

CB2 4AT

City

State/Country

Zip Code

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 014063 FRAME: 0800

Correspondent Name and Address

Area Code and Telephone Number

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Name John P. Isacson

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Pages

Enter the total number of pages of the attached conveyance document including any attachments

4

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

10/344,607

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number as not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

08-1641

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

John P. Isacson, Reg. No. 33,715

Name of Person Signing

John P. Isacson 40,244

Signature

May 13, 2003

Date



26633

Attorney Docket No.: 37945-0049

ASSIGNMENT AND AGREEMENT

WHEREAS, Mingyue HE and Michael John TAUSSIG (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **FUNCTIONAL PROTEIN ARRAYS** for which an application for United States Letters Patent was filed on **February 13, 2003** as Application No. **10/344,607**; and

WHEREAS, Discerna Limited, having its principal place of business at **Babraham Hall, Babraham, Cambridge CB2 4AT, United Kingdom** (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and

transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Heller Ehrman White & McAuliffe** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Heller Ehrman White & McAuliffe** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURES OF INVENTORS

Name: Mingyue HE	Signature: <i>He Mingyue</i>	Date: 28/4/03
Name: Michael John TAUSSIG	Signature: <i>M. J. Taussig</i>	Date: 15/4/03

NAMES AND SIGNATURES OF WITNESSES

Name: W. K. LANG	Signature: <i>W. K. Lang</i>	Date: 28/04/03
Name: W. K. LANG	Signature: <i>W. K. Lang</i>	Date: 15/4/03