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Docket No.: 7475-29601

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(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08A/REV03



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

## 1. Name of conveying party(ies):

Marla Lay

6-16-03

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

Name: University of Utah

Address: 615 Arapen Drive, Suite 110

Additional names(s) of conveying party(ies)

☐ Yes ☐ No

## 3. Nature of conveyance:

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

City: Salt Lake City

State/Prov.: Utah

Country:

ZIP: 84108

Execution Date: April 30, 2003

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

☐ Yes ☒ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)

6,174,670

Additional numbers

☐ Yes ☒ No

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

Name: Jill T. Powlick

Registration No. 42,088

Address: Barnes &amp; Thornburg

11 South Meridian Street

City: Indianapolis

State/Prov.: IN

Country:

ZIP: 46204

## 6. Total number of applications and patents involved:

1

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

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## 8. Deposit account number:

10-0435

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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.

Jill T. Powlick

Name of Person Signing

Signature

June 17, 2003

Date

3

06/20/2003 BYRME

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PATENT  
REEL: 014178 FRAME: 0630

Attorney Docket No.: 29601 7475-72510  
 Client Reference No.: 18645 US7  
 U.S. Patent No.: 6,174,670

# ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Marla Lay

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application MONITORING AMPLIFICATION OF DNA DURING PCR

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee University of Utah

Address of principal place of business 615 Arapahoe Drive, Suite 110  
421 Wakara Way, Suite 170  
Salt Lake City, Utah 84108

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Utah

(hereinafter designated as the Assignee) their entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) in the United States and foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such applications, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application(s) or continuation, division, reissue, or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at Los Altos CA  
this 30 day of April, 2003.

Outside the USA: \_\_\_\_\_  
Witnesses are \_\_\_\_\_  
required when \_\_\_\_\_  
acknowledgment \_\_\_\_\_  
before a Notary \_\_\_\_\_  
Public is not \_\_\_\_\_  
feasible. \_\_\_\_\_  
Witness

[Signature]  
Inventor (Signature)  
  
Marla Lay  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF CA }  
COUNTY OF Santa Clara } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this 30 day of April, 2003.

[Signature]  
Notary Public  
Richard D Raines  
Printed Name

My Commission Expires: 8/27/05

Resident of Santa Clara County

INDS02 JTP 573624v1

