

06-20-2003



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ER SHEET

U.S. DEPARTMENT OF COMMERCE
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Form PTO-1595

(Rev. 03/01)

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

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Charles A. REICHEL (05/27/2003), Michael J. FORBUSH (05/27/2003), Tarlochan S. JHUTTY (05/27/2003), Marina NASILEVICH (05/27/2003), Michael R. VAN TUYL (05/27/2003), James E. SINCLAIR (05/27/2003), and Humphrey W. CHOW (05/27/03)

Additional name(s) of conveying party(ies) attached?

☒ Yes ☐ No

2. Name and address of receiving party(ies)

Name: EDC Biosystems, Inc.

Internal Address: _____

Street Address:
871 Fox LaneCity: San JoseState: California Zip: 95131

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

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: see Box 1, conveying parties

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):

10/388,880

B. Patent No.(s): _____

Additional numbers attached?

☐ Yes ☒ No

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

Name: Arthur S. Hsieh
MORRISON & FOERSTER LLPInternal Address: Atty. Dkt.: 514542002000Street Address:
755 Page Mill RoadCity:
Palo AltoState:
CaliforniaZip:
94304

6. Total number of applications and patents involved:

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:

03-1952

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

DO NOT USE THIS SPACE

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.*Arthur S. Hsieh - 48,247

Name of Person Signing

Signature

June 16, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

06/19/2003 TDAZ1 00000046 031952 10388880

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PA-797240

PATENT
REEL: 014180 FRAME: 0177

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Charles A. REICHEL, Michael J. FORBUSH, Tarlochan S. JHUTTY, Marina NASILEVICH, Michael R. VAN TUYL, James E. SINCLAIR, Humphrey W. CHOW (hereinafter referred to as the assignors), residing at 37135 Bodily Avenue, Fremont, California 94536, 591 Bordeaux Place, Hollister, California 95023, 1901 Halford Ave., #2, Santa Clara, California 95051, 777 San Antonio Road, #75, Palo Alto, California 94303, 394 Sunpark Place, San Jose, California 95136, 2038 W. Grace Street, #2, Chicago, Illinois 60618-4950 and 2325 Sapwood Way, San Jose, California 95133, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in ACOUSTICALLY MEDIATED LIQUID TRANSFER METHOD FOR GENERATING CHEMICAL LIBRARIES, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/388,880 and filed on March 14, 2003; and

WHEREAS, EDC Biosystems, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 871 Fox Lane, San Jose, California 95131 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said 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, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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

5/27/03

Date

Charles A. REICHEL

5/27/2003
Date

Michael J. Forbush
Michael J. FORBUSH

5/27/03
Date

Tarlochan S. Jhutti
Tarlochan S. JHUTTY

05-27-2003
Date

Marina Nasilevich
Marina NASILEVICH

May 27, 2003
Date

Michael R. Van Tuyl
Michael R. VAN TUYL

Date

James E. Sinclair
James E. SINCLAIR

May 27, 2003
Date

Humphrey W. Chow
Humphrey W. CHOW

ASSIGNMENT JOINT

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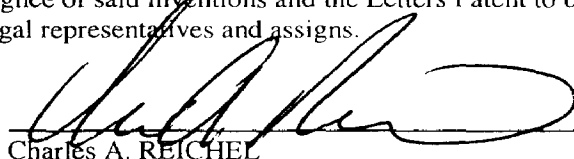
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

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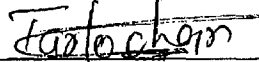
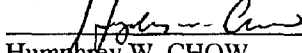
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5/27/03
Date


Charles A. REICHEL

Attorney Docket No.: 514542002000

5/27/2003
Date
Michael J. FORBUSH5/27/03
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Tarlochan S. JHUTTY05-27-2003
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Marina NASILEVICHMay 27, 2003
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Michael R. VAN DYK5/27/2003
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James E. SINCLAIRMay 27, 2003
Date
Humphrey W. CHOW