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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):

7-21-03

Keith Rosiello

2. Name and address of receiving party(ies)

Name: ZymeQuest, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 100 Cummings Center

Suite 436H

City: Beverly State: MA Zip: 01915

Execution Date: July 1, 2003

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 data of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/971,264 filed October 3, 2001

Additional numbers attached? Yes No

FINANCE SECTION
JUL 21 AM 9:09

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

Name: Brian P. Hopkins

Internal Address:

Street Address: Mintz Levin Cohn Ferris Glovsky and Popeo PC

666 Third Avenue, 24th floor

City: New York State: NY Zip: 10017

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to charged to deposit account any deficiencies or credit any over payment.

8. Deposit account number:

50-0311

(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.

Brian P. Hopkins, Reg. No. 42,669

Name of Person Signing

Brian P. Hopkins

Signature

July 21, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

I, **Keith Rosiello**, the undersigned who reside at 32 Deerfield Road, Shrewsbury, Massachusetts 01545, respectively, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **ZymeQuest, Inc., with offices at 100 Cummings Center, Suite 436H, Beverly, Massachusetts 01915-6122** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in United States Non Provisional Patent application entitled:

FLEXIBLE PROTOCOL GENERATOR

filed with the U.S. Patent and Trademark Office on **October 3, 2001** and assigned Serial No. **09/971,264**, including any utility applications claiming benefit thereof and any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions of such utility applications and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue on any utility application claiming benefit of said provisional application in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patents in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.


I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 07-01-03


Signature of: **Keith Rosiello**

State of MASSACHUSETTS

Country of ESSEX

Subscribed and sworn to before me this 1st day of JULY, 2003


Notary Public

My commission expires Pierre Lawrence

Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 26, 2004