

FORM PTO-1619A
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FORM PTO-1619B
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number

(816) 474-9050

Name Tracey S. Truitt

Address (line 1) HOVEY WILLIAMS LLP

Address (line 2) 2405 Grand Boulevard, Suite 400

Address (line 3) Kansas City, MO 64108-2519

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Pages

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

3

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

09/440,001

2,350,607 (CA)

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

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

PCT PCT PCT
PCT PCT PCT

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

Deposit Account Number:

19-0522

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.

Tracey S. Truitt, Reg. No. 43,205

July 28, 2004

Name of Person Signing

Signature

Date



GENZYME CORPORATION
ONE KENDALL SQUARE
CAMBRIDGE, MA 02139 1562, U.S.A.
617 252-7500
FAX 617-374-7300

ASSIGNMENT AGREEMENT

This Agreement is made and entered into as of the date last written below (the "Effective Date"), by and between Catch Incorporated, a business corporation organized and existing under the laws of the State of Washington and having its principal office at 816 E. Gwinn Place, Seattle, Washington 98102, U.S.A. (hereinafter referred to as "Catch"), and Genzyme Corporation, a business corporation organized and existing under the laws of the Commonwealth of Massachusetts and having its principal office at One Kendall Square, Cambridge, Massachusetts, 02139, U.S.A. (hereinafter referred to as "Genzyme").

WHEREAS, Genzyme is the owner of the entire right, title and interest in and to certain United States and foreign patents and application set forth on Appendix A attached hereto and made apart hereof (hereinafter "the Patents"); and

WHEREAS, Catch is desirous of acquiring the entire rights, title and interest in and to the Patents and all inventions disclosed therein.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I. PATENT ASSIGNMENT

1.1 Genzyme warrants that it is the sole owner of the Patents and hereby assigns its entire right, title and interest in and to the Patents, including divisionals, continuations, continuations-in-part and amendments to the Patents, if any, to Catch.

1.2 Genzyme agrees to execute upon request any other lawful documents reasonably necessary to perfect such assignment of the Patents at the expense of Catch.

1.3 Genzyme makes no representation that products manufactured, used, sold or otherwise disposed of under the Patents will not infringe the patents of third parties and Genzyme shall not be liable either directly or as an indemnitor or otherwise, to Catch or any third party as a consequence of any infringement of any third-party patents.

1.4 Genzyme shall not be held responsible by Catch for the validity of the Patents should such validity be contested by third parties or should any Patents not be issued or be prematurely terminated for any cause whatsoever.

ARTICLE II. COMPENSATION

2.1 Catch shall pay Genzyme \$500,000 within forty-five (45) days of the Effective Date of this Agreement and an additional \$500,000 within eighteen (18) months of the Effective Date of this Agreement. No additional consideration will be due to Genzyme or any other third party.

2.2 Genzyme may terminate this agreement upon thirty (30) days prior written notice if Catch defaults on its obligation set forth in Section 2.1.

2.3 Payments shall be sufficiently made or given on the date of the mailing if sent by first class mail postage prepaid and addressed as follows:

Genzyme Corporation
One Kendall Square, Building 1400
Cambridge, MA 02139
Attention: Donald E. Pogorzelski

ARTICLE III. GENERAL PROVISIONS

3.1 All rights and remedies hereunder will be cumulative and not alternative, and this Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles.

3.2 This Agreement may be amended only by written agreement signed by the parties.

3.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, negotiations and other communications between the parties, whether written or oral, with respect to the subject matter hereof.

3.4 If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

3.5 The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CATCH INCORPORATED

GENZYME CORPORATION

By: Glenn Kawasaki

By: Donald E. Pogorzelski

Name: Glenn Kawasaki

Name: Donald E. Pogorzelski

Title: President

Title: PRESIDENT, GENZYME DIAGNOSTICS

Date: December 9, 2002

Date: 7 January 2003

APPENDIX A

Patents

U.S. Patent No. 6,174,696

U.S. Patent No. 6,436,658

Patent Applications

Australian Patent Application No. 24737/00

Canadian Patent Application No. 2,350,607

European Patent Application No. 99968042.4

Japanese Patent Application No. 581237