

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): Ione FINE (11/05/2004) and Geoffrey M. BOYNTON (11/05/2004)</p> <p>Execution Date(s): <u>in parentheses after inventor name</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>The Salk Institute for Biological Studies</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>10010 North Torrey Pines Road</p> <p>City: <u>La Jolla</u></p> <p>State: <u>California</u></p> <p>Country: <u>United States of America</u> Zip: <u>92037</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input type="checkbox"/> Other _____</p>	

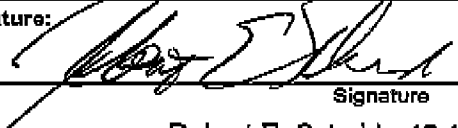
4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
10/881,966

B. Patent No.(s)

Additional numbers attached? Yes No

<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Scheid</u> <u>MORRISON & FOERSTER LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 532792000400</u></p> <p>Street Address: <u>425 Market Street</u></p> <p>City: <u>San Francisco</u></p> <p>State: <u>CA</u> Zip: <u>94105</u></p> <p>Phone Number: <u>(415) 268-6369</u></p> <p>Fax Number: <u>(415) 268-7522</u></p> <p>Email Address: <u>RScheid@mofo.com</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>03-1952</u></p> <p>Authorized User Name <u>Robert E. Scheid</u></p>
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9. Signature:  _____

Signature _____ Date November 23, 2004

Robert E. Scheid - 42,126 _____

Name of Person Signing _____ Total number of pages including cover sheet, attachments, and documents: 5

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-6995, on the date shown below.

Dated: November 23, 2004 Signature:  (Janet Hollrah)

CH \$40.00 03-1952 10881966

ASSIGNMENT BY INVENTORS

This assignment ("Assignment") is made by Ione FINE and Geoffrey M. BOYNTON, both residing at 12835 Via Esperia, Del Mar, California 92014 (hereinafter referred to as the "Assignors") to the Salk Institute for Biological Study, ("Assignee"), having a place of business at 10010 North Torrey Pines Road, La Jolla, CA 92037.

Recitals

A. Assignors have invented a new and useful invention entitled SURFACE SEGMENTATION FROM LUMINANCE AND COLOR DIFFERENCES for which an application for Letters Patent was filed in the United States Patent and Trademark Office on June 29, 2004, bearing Serial No. 10/881,966.

B. Assignors believe the Assignors to be the original and first inventor of the inventions disclosed and/or claimed in the application for Letters Patent.

C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and any and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part, request for continued examination applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree to the foregoing and as follows:

1. Assignors do and will sell, assign and transfer to Assignee, such Assignors's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Assignors agree that, upon request and without further compensation, but at no expense to such Assignors, such Assignos and such Assignor's legal representative and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors's signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorney-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Assignors represent and warrant that such Assignors have not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Assignors authorize and request the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California

residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, the Assignors have executed this Assignment on the date provided below.

Date: 5th Nov 2004

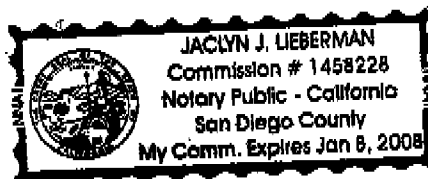
Signature: [Handwritten Signature]
Assignor: Ione Fine

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On Nov. 5, 2004 before me, the undersigned Notary Public in and for said State, personally appeared Ione Fine, personally known to me to be the person whose name is subscribed to the within instrument, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
(Signature of Notary)



Date: 11/5/04

Signature: *[Handwritten Signature]*
Assignor: Geoffrey M. Boynton

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On Nov 5, 2004 before me, the undersigned Notary Public in and for said State, personally appeared Geoffrey M. Boynton, personally known to me to be the person whose name is subscribed to the within instrument, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
(Signature of Notary)

