

Docket No.: 109.002

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
PC9/REV03

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## PATENTS ONLY

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
**BRYAN CAVE LLP**

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

Name: **SALIVA DIAGNOSTIC SYSTEMS INC**

Internal Address: **2294 Nostrand Avenue**

**Brooklyn, New York 11210**

Street Address: **2294 Nostrand Avenue**

City: **Brooklyn** State: **NY** ZIP: **11210**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other **MUTUAL RELEASE**

Execution Date: **December 31, 2001**

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: **NA**

A. Patent Application No.(s)

B. Patent No.(s)

**5,935,864**

**5,260,031**

**5,393,496**

**5,283,038**

**5,268,148**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Rashida A. Karmali**

Internal Address: **Custom No 000042131**

**99 Wall Street, 13th Floor**

**New York, NY 10005**

Street Address: **99 Wall Street, 13th Floor**

City: **New York** State: **NY** ZIP: **10005**

6. Total number of applications and patents involved: **5**

7. Total fee (37 CFR 3.41):.....\$ **200.00**

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.*

**Rashida A. Karmali**

Name of Person Signing

Signature **Rashida A. Karmali**

**12/3/2004**

Date

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

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

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22304-1450

**PATENT**

**700135674**

**REEL: 015418 FRAME: 0521**

MUTUAL RELEASE

Mutual Release of Claims Agreement, dated as of December 31, 2001 by and among Bryan Cave LLP (the "Firm") and Saliva Diagnostics Systems, Inc. (the "Company").

WHEREAS, the Company acknowledges that a debt is due to the Firm and pursuant to a security agreement, the Firm holds a security interest in the Company's proprietary technology and assets (collectively the "Collateral").

WHEREAS, the Company wishes to extinguish such debts and liens.

NOW THEREFORE, in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Consideration: The Company agrees to pay the firm Fifty Thousand Dollars (\$50,000).
2. Company Release: The Company, its subsidiaries and affiliates hereby release the Firm and any of its partners, employees and agents of and from any and all claims, demands, damages, debts, liabilities, losses, attorneys' fees, obligations, costs, expenses, actions and causes of action, whether contractual, tortious or otherwise, of every kind and nature whatsoever, whether now known or unknown arising out of Firm's representation of Company.
3. Firm Release: The Firm, its partners, employees, and agents hereby release the Company, its subsidiaries, and affiliates of and from any and all claims, demands, damages, debts, liabilities, losses, attorneys' fees, obligations, costs, expenses, actions and causes of action, whether contractual tortious, or otherwise, of every kind and nature whatsoever, whether now known or unknown arising out Company's debt obligation due to the Firm.
4. Promissory Note: The Firm agrees to release Company from payment of the promissory note dated July 1999 representing a face amount of \$610,900 owed to the Firm.
5. Security Interest: Firm agrees to release its security interest in the Collateral and take all steps necessary under the Uniform Commercial Code or otherwise to release the security interest.

SALIVA DIAGNOSTICS SYSTEMS, INC.

By: 

Name: Lea Ehrlich  
Title: President

BRYAN CAVE LLP

BY: 

Name: ERIC A. STORR  
Title: PARTNER

## **LIST OF US PATENTS COVERED BY SECURITY INTEREST**

- 1. U.S. Patent 5,935,864**
- 2. U.S. Patent 5,393,496**
- 3. U.S. Patent 5,283,038**
- 4. U.S. Patent 5,268,148**
- 5. U.S. Patent 5,260,031**