

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------------|----------------|
| Memorial Health Trust, Inc. | 08/01/2004 |
| Julian N. Stern | 07/30/2004 |
| James Roberts | 07/30/2004 |
| Jules B. Paderewski | 07/30/2004 |
| Peter J. Farley | 04/01/2005 |
| Curtis Anderson | 08/01/2004 |
| John E. Matthews | 05/04/2005 |
| K. Russell Simpson | 05/06/2005 |
| Timothy P. O'Hayer | 07/30/2004 |
| Glynn Bergeron | 05/04/2005 |
| Garry L. Carls | 06/01/2005 |
| Joe McKenzie | 07/28/2004 |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------|
| Name: | Health Discovery Corporation |
| Street Address: | 6709 Waters Avenue |
| City: | Savannah |
| State/Country: | GEORGIA |
| Postal Code: | 31406 |

PROPERTY NUMBERS Total: 18

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6128608 |
| Patent Number: | 6157921 |
| Patent Number: | 6427141 |
| Patent Number: | 6658395 |
| Patent Number: | 6789069 |
| Patent Number: | 6760715 |

PATENT

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|---------------------|----------|
| Patent Number: | 6714925 |
| Patent Number: | 6882990 |
| Application Number: | 10056438 |
| Application Number: | 10057849 |
| Application Number: | 10087145 |
| Application Number: | 10477078 |
| Application Number: | 10478192 |
| Application Number: | 10478191 |
| Application Number: | 10481068 |
| Application Number: | 10267977 |
| Application Number: | 10494876 |
| Application Number: | 11033570 |

CORRESPONDENCE DATA

Fax Number: (619)744-5478
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 760-931-9700
 Email: emm@procopio.com
 Correspondent Name: Eleanor M. Musick
 Address Line 1: 530 B Street, Suite 2100
 Address Line 2: Procopio, Cory, Hargreaves & Savitch LLP
 Address Line 4: San Diego, CALIFORNIA 92101

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Eleanor M. Musick |
|--------------------|-------------------|

Total Attachments: 34

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ASSIGNMENT OF PATENTS

WHEREAS, Memorial Health Trust, Inc. ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this ASSIGNMENT OF PATENTS as an instrument under seal on and as of the 1st day of August, 2004.

THE ASSIGNOR:

MEMORIAL HEALTH TRUST, INC.

By: 

Name: Robert A. Celvin

Title: _____

The foregoing ASSIGNMENT OF PATENTS is hereby accepted on and as of the ____ day of August, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: _____

Stephen Barnhill, M.D.
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 30th day of July, 2004.

THE ASSIGNOR:

MEMORIAL HEALTH TRUST, INC.

By: _____
Name: _____
Title: _____

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 30th day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By:  _____
Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Julian N. Stern ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

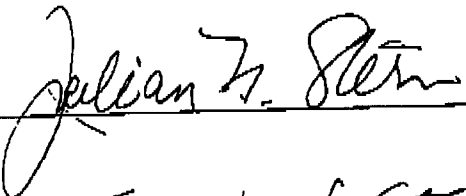
WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this ASSIGNMENT OF PATENTS as an instrument under seal on and as of the 30 day of July, 2004.

THE ASSIGNOR:



Name: JULIAN N. STERN

The foregoing ASSIGNMENT OF PATENTS is hereby accepted on and as of the _____ day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: _____
Stephen Barnhill, M.D.
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 30th day of July, 2004.

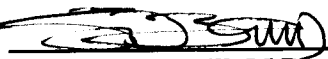
THE ASSIGNOR:

Julian N. Stern

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 30th day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: _____
Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, James Roberts ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

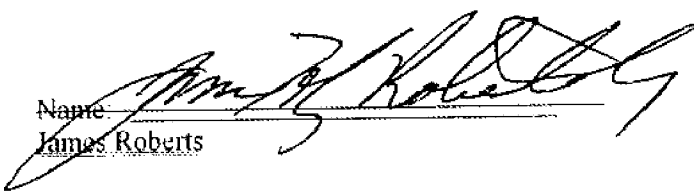
WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 30th day of July, 2004.

THE ASSIGNOR:


Name: _____
James Roberts

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the _____ day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 

Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Jules Paderewski ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

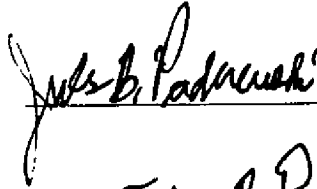
WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this ASSIGNMENT OF PATENTS as an instrument under seal on and as of the 30th day of July, 2004.

THE ASSIGNOR:



Name: Julius B. Padarewski

The foregoing ASSIGNMENT OF PATENTS is hereby accepted on and as of the 30th day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 

Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Peter Farley ("Assignor") and certain other lenders to Barnhill Genomics, Inc. and BIOwulf Technologies, LLC (collectively the "Debtor"), who were named in the Confirmation Order, dated December 30, 2004 (with the Assignor, the "Lenders"), held an interest in the Debtor's assets pursuant to various loan documents between the Debtor and the Lenders (collectively, the "Security Agreements") and pursuant to the Georgia uniform Commercial Code ("UCC");

WHEREAS, the Debtor was in material payment and other default with respect to the Debtor's financing from the Lenders, and on June 1, 2004, the Lenders through Joseph McKenzie, as collateral agent, exercised their rights and remedies under the Security Agreements and under the UCC (the "Foreclosure");

WHEREAS, as a result of the Foreclosure the Lenders obtained rights in certain assets of the Debtor, including each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents");

WHEREAS, Health Discovery Corporation, a Texas corporation ("Assignee"), is desirous of acquiring the Patents;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of April 1, 2005, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

03/24/2005 16:18 FAX 650 324 0838

HELLER EHRMAN

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IN WITNESS WHEREOF, the parties hereto executed this ASSIGNMENT OF PATENTS as an instrument under seal on and as of the date first written above.

THE ASSIGNOR:
Peter Farley

The foregoing ASSIGNMENT OF PATENTS is hereby accepted on and as of the day of March, 2005.

THE ASSIGNEE:**HEALTH DISCOVERY CORPORATION**

By: 
Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Curtis Anderson ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this **ASSET PURCHASE AGREEMENT** to be duly executed and delivered as of August 1, 2004.

The Seller:

CURTIS ANDERSON



The Purchaser:

HEALTH DISCOVERY CORPORATION

By: _____

Stephen Barnhill, M.D.
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 30th day of August, 2004.


THE ASSIGNOR:

Curtis Anderson

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 30th day of August, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 

Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, John E. Matthews ("**Assignor**") and certain other lenders to Barnhill Genomics, Inc. and BIOwulf Technologies, LLC (collectively the "**Debtor**"), who were named in the Confirmation Order, dated December 30, 2004 (with the Assignor, the "**Lenders**"), held an interest in the Debtor's assets pursuant to various loan documents between the Debtor and the Lenders (collectively, the "**Security Agreements**") and pursuant to the Georgia Uniform Commercial Code ("**UCC**");

WHEREAS, the Debtor was in material payment and other default with respect to the Debtor's financing from the Lenders, and on June 1, 2004, the Lenders through Joseph McKenzie, as collateral agent, exercised their rights and remedies under the Security Agreements and under the UCC (the "**Foreclosure**");

WHEREAS, as a result of the Foreclosure the Lenders obtained rights in certain assets of the Debtor, including each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "**Patents**");

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "**Asset Purchase Agreement**"), dated as of May 6, 2005, pursuant to which the Assignor has agreed to sell, transfer and assign to the Assignee Assignor's interest in the Patents, and the Assignee has agreed to purchase and accept Assignor's interest in the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

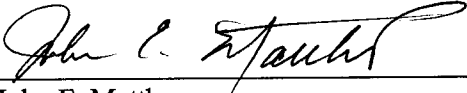
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto executed this ASSIGNMENT OF PATENTS as an instrument under seal on and as of the 4th day of May, 2005.

THE ASSIGNOR:




John E. Matthews

The foregoing ASSIGNMENT OF PATENTS is hereby accepted on and as of the 4th day of May, 2005.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 

Stephen Barnhill, M.D.
Chief Executive Officer

je r

ASSIGNMENT OF PATENTS

WHEREAS, Russ Simpson ("**Assignor**") and certain other lenders to Barnhill Genomics, Inc. and BIOwulf Technologies, LLC (collectively the "**Debtor**"), who were named in the Confirmation Order, dated December 30, 2004 (with the Assignor, the "**Lenders**"), held an interest in the Debtor's assets pursuant to various loan documents between the Debtor and the Lenders (collectively, the "**Security Agreements**") and pursuant to the Georgia Uniform Commercial Code ("**UCC**");

WHEREAS, the Debtor was in material payment and other default with respect to the Debtor's financing from the Lenders, and on June 1, 2004, the Lenders through Joseph McKenzie, as collateral agent, exercised their rights and remedies under the Security Agreements and under the UCC (the "**Foreclosure**");

WHEREAS, as a result of the Foreclosure the Lenders obtained rights in certain assets of the Debtor, including each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "**Patents**");

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "**Asset Purchase Agreement**"), dated as of May 6, 2005, pursuant to which the Assignor has agreed to sell, transfer and assign to the Assignee Assignor's interest in the Patents, and the Assignee has agreed to purchase and accept Assignor's interest in the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

KRS

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 6th day of May, 2005.

THE ASSIGNOR:


Russ Simpson

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 6th day of May, 2005.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 
Stephen Barnhill, M.D.
Chief Executive Officer

BRS

ASSIGNMENT OF PATENTS

WHEREAS, Timothy P. O'Hayer, Sr. ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

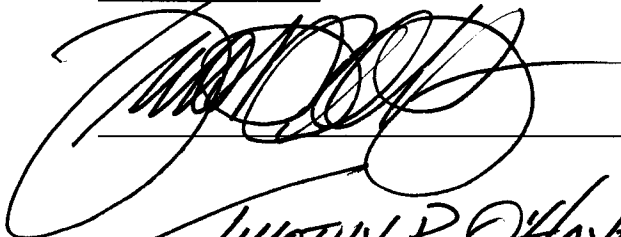
WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 30th day of July, 2004.

THE ASSIGNOR:


Name: TIMOTHY P. O'HAYER

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the _____ day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 
Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Glynn Bergeron ("**Assignor**") and certain other lenders to Barnhill Genomics, Inc. and BIOwulf Technologies, LLC (collectively the "Debtor"), who were named in the Confirmation Order, dated December 30, 2004 (with the Assignor, the "Lenders"), held an interest in the Debtor's assets pursuant to various loan documents between the Debtor and the Lenders (collectively, the "Security Agreements") and pursuant to the Georgia Uniform Commercial Code ("UCC");

WHEREAS, the Debtor was in material payment and other default with respect to the Debtor's financing from the Lenders, and on June 1, 2004, the Lenders through Joseph McKenzie, as collateral agent, exercised their rights and remedies under the Security Agreements and under the UCC (the "Foreclosure");

WHEREAS, as a result of the Foreclosure the Lenders obtained rights in certain assets of the Debtor, including each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents");

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of May 6, 2005, pursuant to which the Assignor has agreed to sell, transfer and assign to the Assignee Assignor's interest in the Patents, and the Assignee has agreed to purchase and accept Assignor's interest in the Patents, subject to the terms and conditions of the Asset Purchase Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

JB

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 4th day of May, 2005.

THE ASSIGNOR:


Glynn Bergeron

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 4th day of May, 2005.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 
Stephen Barnhill, M.D.
Chief Executive Officer



ASSIGNMENT OF PATENTS

WHEREAS, Garry Carls ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;


WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of ~~March~~ June 1, 2005, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this ASSIGNMENT OF PATENTS as an instrument under seal on and as of the date first written above.

THE ASSIGNOR:


Garry Carls

The foregoing ASSIGNMENT OF PATENTS is hereby accepted on and as of the 2nd day of ~~March~~, 2005.
June

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 
Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Joe McKenzie ("**Assignor**"), owns an interest in each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents"); and

WHEREAS, Health Discovery Corporation, a Texas corporation ("**Assignee**"), is desirous of acquiring the Patents;

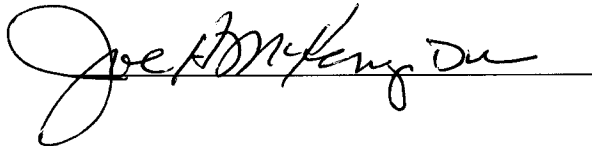
WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2004, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 25 day of July, 2004.

THE ASSIGNOR:

A handwritten signature in cursive script, appearing to read "Joe H. Mykang Du", written over a horizontal line.

Name: _____

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 30th day of July, 2004.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: 
Stephen Barnhill, M.D.
Chief Executive Officer

ASSIGNMENT OF PATENTS

WHEREAS, Joe McKenzie ("Assignor") and certain other lenders to Barnhill Genomics, Inc. and BIOwulf Technologies, LLC (collectively the "Debtor"), who were named in the Confirmation Order, dated December 30, 2004 (with the Assignor, the "Lenders"), held an interest in the Debtor's assets pursuant to various loan documents between the Debtor and the Lenders (collectively, the "Security Agreements") and pursuant to the Georgia uniform Commercial Code ("UCC");

WHEREAS, the Debtor was in material payment and other default with respect to the Debtor's financing from the Lenders, and on June 1, 2004, the Lenders through Joseph McKenzie, as collateral agent, exercised their rights and remedies under the Security Agreements and under the UCC (the "Foreclosure");

WHEREAS, as a result of the Foreclosure the Lenders obtained rights in certain assets of the Debtor, including each of the patents identified on Exhibit A attached hereto and the inventions disclosed therein (the "Patents");

WHEREAS, Health Discovery Corporation, a Texas corporation ("Assignee"), is desirous of acquiring the Patents;

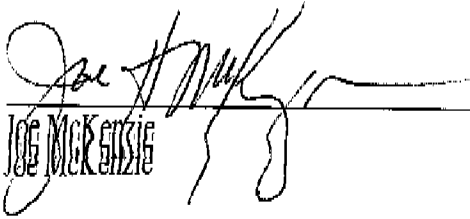
WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of May 9, 2005, pursuant to which the Seller has agreed to sell, transfer, assign, and deliver to the Purchaser the Patents, and the Purchaser has agreed to purchase and accept the Patents, subject to the terms and conditions of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens, all of Assignor's rights, title and interests in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of such patents or inventions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto executed this **ASSIGNMENT OF PATENTS** as an instrument under seal on and as of the 9th day of May, 2005.

THE ASSIGNOR:



JOE MCKENZIE

The foregoing **ASSIGNMENT OF PATENTS** is hereby accepted on and as of the 9th day of May, 2005.

THE ASSIGNEE:

HEALTH DISCOVERY CORPORATION

By: _____
Stephen Barnhill, M.D.
Chief Executive Officer

EXHIBIT A

CONFIDENTIAL

| Dkt No. Matter | Patent Office | Inventor(s) | Title | Serial No. [Publ. No.] (Patent No.) | Date Filed [Publ.] (Issued) |
|---------------------------|--------------------------|--------------------|--|--|--|
| 0100P 0001 | US | S. Barnhill | A Method for Discovering Knowledge Using Support Vector Machines | 60/083,961 | 5/1/98 |
| 0101 0002 | US | S. Barnhill | Pre-Processing and Post-Processing for Enhanced Knowledge Discovery | 09/303,386 | 5/1/99 |
| 0102 0003 | US | S. Barnhill | Enhancing Knowledge Discovery Using Support Vector Machines | 09/303,387 (6,128,608) | 5/1/99 (10/3/00) |
| 0103 004 | US | S. Barnhill | A Method for Discovering Knowledge Using Support Vector Machines | 09/303,389 | 5/1/99 |
| 0104 0005 | US | S. Barnhill | Enhancing Knowledge Discovery Using Support Vector Machines in a Distributed Network Environment | 09/305,345 (6,157,921) | 5/1/99 (12/5/00) |
| 0104WP | PCT | S. Barnhill | A Method for Discovery Knowledge Using Support Vector Machines | PCT/US99/09666 [WO 99/57622] | 5/3/99 [11/11/99] |
| 0104AU 0006 | Australia | S. Barnhill | Pre-Processing and Post-Processing for Enhancing Knowledge Discovery Using Support Vector Machines | 37830/99 (764897) | 5/3/99 (1/8/04) |
| 0104BG | Bulgaria | S. Barnhill | Pre-Processing and Post-Processing ..." | 105007 | 5/3/99 |
| 0104CA | Canada | S. Barnhill | Pre-Processing and Post-Processing ..." | 2,330,878 | 5/3/99 |
| 0104EA 0042 | Eurasia | S. Barnhill | Pre-Processing and Post-Processing ... " | 200001142 | 5/3/99 |
| 0104EP 0007 | Europe | S. Barnhill | Pre-Processing and Post-Processing ..." | 99920302.9 | 5/3/99 |
| 0104GE | Georgia | S. Barnhill | Pre-Processing and Post-Processing ... " | 3209/01-2000 | 5/3/99 |
| 0104HK | Hong Kong | S. Barnhill | Pre-Processing and Post-Processing... " | 011065063 | 9/14/01 |
| 0104ID | Indonesia | S. Barnhill | Pre-Processing and Post-Processing ... " | 20002516 | 5/3/99 |
| 0104IN | India | S. Barnhill | Pre-Processing and Post-Processing ..." | 2000/00580 | 5/3/99 |
| 0104NZ | New Zeal. | S. Barnhill | Pre-Processing and Post-Processing ..." | 508521 | 5/3/99 |
| 0104KP | N. Korea | S. Barnhill | Pre-Processing and Post-Processing ..." | 00-1164 | 5/3/99 |
| 0104UA | Ukraine | S. Barnhill | Pre-Processing and Post-Processing ..." | 2000116792/M | 5/3/99 |
| 0104UK | Uzbek. | S. Barnhill | Pre-Processing and Post-Processing ..." | 2000878 | 5/3/99 |
| 0104ZA 0008 | S. Africa | S. Barnhill | Pre-Processing and Post-Processing ..." | 00/7122 (00/7122) | 5/3/99 (6/26/02) |
| 0105P 0009 | US | S. Barnhill | Enhancing Knowledge Discovery from Multiple Data Sets Using Multiple Support Vector Machines | 60/135,715 | 5/25/99 |
| 0106 0010 | US | S. Barnhill | Enhancing Knowledge Discovery Using Support Vector Machines in a Distributed Network Environment | 09/715,832 | 11/17/00 |

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| 0107 0011 | US | S. Barnhill | Enhancing Knowledge Discovery Using Multiple Support Vector Machines | 09/568,301 (6,427,141) | 5/7/00 (7/30/02) |
| 0108 0012 | US | S. Barnhill | Enhancing Knowledge Discovery from Multiple Data Sets Using Multiple Support Vector Machines | 09/578,011 (6,658,395) | 5/24/00 (12/2/03) |
| 0108WP | PCT | S. Barnhill | Enhancing Knowledge Discovery from ... | PCT/US00/14326 [WO 00/72257] | 5/24/00 [11/30/00] |
| 0108AU 0013 | Australia | S. Barnhill | Enhancing Knowledge Discovery from ... | 51612/00 | 5/24/00 |
| 0108CA 0014 | Canada | S. Barnhill | Enhancing Knowledge Discovery from ... | 2,371,240 | 5/24/00 |
| 0108CN 0015 | China | S. Barnhill | Enhancing Knowledge Discovery from ... | 00808062.3 | 5/24/00 |
| 0108EA | Eurasia | S. Barnhill | Enhancing Knowledge Discovery from ... | 200101238 | 5/24/00 |
| 0108EP 0016 | Europe | S. Barnhill | Enhancing Knowledge Discovery from ... | 00936271.6 | 5/14/00 [4/3/02] |
| 0108IN | India | S. Barnhill | Enhancing Knowledge Discovery from ... | 200101329 | 5/24/00 |
| 0108ID | Indonesia | S. Barnhill | Enhancing Knowledge Discovery from ... | 00200102777 | 5/24/00 |
| 0108IL | Israel | S. Barnhill | Enhancing Knowledge Discovery from ... | 146746 | 5/24/00 |
| 0108JP | Japan | S. Barnhill | Enhancing Knowledge Discovery from ... | 2000-620577 | 5/24/00 |
| 0108KR | S. Korea | S. Barnhill | Enhancing Knowledge Discovery from ... | 7015064/2001 | 5/24/00 |
| 0108NZ | New Zealand | S. Barnhill | Enhancing Knowledge Discovery from ... | 515707 | 5/24/00 10/6/03 |
| 0108NO 0017 | Norway | S. Barnhill | Enhancing Knowledge Discovery from ... | 2001 5723 | 5/24/00 |
| 0108SG | Singapore | S. Barnhill | Enhancing Knowledge Discovery from ... | 200107245-3 | 5/24/00 |
| 0108UA | Ukraine | S. Barnhill | Enhancing Knowledge Discovery from ... | 2001128829/M | 5/24/00 |
| 0108ZA 0018 | S. Africa | S. Barnhill | Enhancing Knowledge Discovery from ... | 01/10486 | 5/24/00 |
| 0109 | US | S. Barnhill | Enhancing Knowledge Discovery Using Support Vector Machines in a Distributed Network Environment | 09/715,832 | 8/20/02 |
| 0110P | US | I. Guyon | Applications of Support Vector Machines in Genomics and Cancer Research | 60/161,806 | 10/27/99 |
| 0111 0020 | US | S. Barnhill I. Guyon J. Weston | Method of Identifying Patterns in Biological Systems and Method of Uses | 09/633,850 | 8/7/00 4/21/04 |
| 0111WP 0019 | US | S. Barnhill et al (see above) | Applications of Support Vector Machines in Genomics and Cancer Research | PCT/US00/29770 [WO 01/31580] | 10/27/00 [5/3/01] |
| 0111AU 0022 | Australia | S. Barnhill et al (see above) | Method of Identifying Patterns in Biological Systems and Method of Uses | 12427/01 | 10/27/00 |
| 0111CA 0023 | Canada | S. Barnhill et al (see above) | Method of Identifying Patterns in Biological Systems and Method of Uses | 2,388,595 | 10/27/00 |
| 0111EP 0021 | Europe | S. Barnhill et al (see above) | Method of Identifying Patterns in Biological Systems and Method of Uses | 009739888.9 [1236173] | 10/27/00 [9-4-02] |
| 0111JP | Japan | S. Barnhill et al (see above) | Method of Identifying Patterns in Biological Systems and Methods of Uses | 2001-534088 | 10/27/00 |

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| 0112WP | PCT | S. Barnhill et al (see above) | Enhanced Biological Knowledge Discovery Using Multiple Support Vector Machines | US00/29712 [WO 01/31579] | 10/27/00 [5/3/01] |
| 0112 0024 | US | S. Barnhill et al (see above) | Enhanced Biological Knowledge Discovery Using Multiple Support Vector Machines | 09/633,616 (6,760,715) | 8/7/00 (7/6/04) |
| 0113 0025 | US | S. Barnhill et al (see above) | Method of Identifying Patterns Using Optimal Categorization of a Continuous Variable | 09/633,615 | 8/6/00 |
| 0114 0026 | US | S. Barnhill et al (see above) | Method of Identifying Biological Patterns in a Distributed Network | 09/633,627 (6,714,925) | 8/7/00 (3/30/04) |
| 0115 0027 | US | S. Barnhill et al (see above) | Method of Identifying Biological Patterns Using Multiple Data Sets | 09/633,410 | 8/7/00 |
| 0116 | US | S. Barnhill et al (see above) | Method of Identifying Patterns in Biological Systems and Method of Uses Thereof | ----- | ----- |
| 0120P | US | S. Barnhill I. Guyon | Applications of Support Vector Machines in Genomics and Cancer Research; ALL/AML | 60/168,703 | 12/2/99 |
| 0130P | US | I. Guyon | Applications of Support Vector Machines in Genomics and Cancer Research (Colon | 60/184,596 | 2/24/00 |
| 0140P | US | S. Barnhill I. Guyon J. Weston | Gene Selection for Cancer Classification Using Support Vector Machines | 60/191,219 | 3/22/00 |
| 0150P | US | S. Barnhill I. Guyon J. Weston | Feature Selection for Support Vector Machines | 60/207,026 | 5/25/00 |
| 0160P | US | I. Guyon | Method of Identifying Patterns in Biological Systems and Method of Uses in Prostate | 60/263,696 | 1/24/01 |
| 0161 0039 | US | I. Guyon J. Weston | Methods of Identifying Patterns in Biological Systems and Uses Thereof | 10/057,849 [2003/0172043] | 1/24/02 [9/11/03] |
| 0161WP 0040 | PCT | I. Guyon J. Weston | Methods of Identifying Patterns in Biological Systems and Uses Thereof | PCT/US02/02243 [WO 02/59822] | 1/24/02 [8/1/02] |
| 0161AU 0031 | Australia | I. Guyon J. Weston | Methods of Identifying Patterns in Biological Systems and Uses Thereof | 2002253879 | 1/24/02 |
| 0161CA 0028 | Canada | I. Guyon J. Weston | Methods of Identifying Patterns in Biological Systems and Uses Thereof | 2,435,254 | 1/24/02 |
| 0161EP 0029 | Europe | I. Guyon J. Weston | Methods of Identifying Patterns in Biological Systems and Uses Thereof | 02723072.1 | 1/24/02 |
| 0161JP 0030 | Japan | I. Guyon J. Weston | Methods of Identifying Patterns in Biological Systems and Uses Thereof | 2002-560076 | 1/24/02 |
| 0170P | US | N. Cristianini | Spectral Kernel Machines | 60/272,391 | 3/1/01 |
| 0171 0041 | US | N. Cristianini | Spectral Kernels for Learning Machines | 10/087,145 [2003/0041041] | 3/1/02 [2/27/03] |
| 0171WP | US | N. Cristianini | Spectral Kernels for Learning Machines | US02/06465 [WO 02/071243] | 3/1/02 [9/12/02] |
| 0171EP | US | N. Cristianini | Spectral Kernels for Learning Machines | 02715025.9 [1384155] | 3/1/02 [1-28-04] |
| 0180P | US | I. Guyon | Method Using a Very Small Data Set of Prostate Cancer Data | 60/275,760 | 3/14/01 |
| 0190P | US | P. Bartlett A. Elisseeff B. Schoelkopf | Methods for Constructing Kernels for Structural Data | 60/289,163 | 5/7/01 |

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| 0191WP | PCT | P. Bartlett A. Elisseeff B. Schoelkopf O. Chapelle | Kernels and Methods for Selecting Kernels for Use in a Learning Machine | PCT/US02/14311 [WO 02/091211] | 5/7/02 [11/14/02] |
| 0191 0034 | US | P. Bartlett A. Elisseeff B. Schoelkopf O. Chapelle | Kernels and Methods for Selecting Kernels for Use in a Learning Machine | 10/477,078 | 11/7/03 |
| 0191EP 0035 | Europe | P. Bartlett A. Elisseeff B. Schoelkopf O. Chapelle | Kernels and Methods for Selecting Kernels for Use in a Learning Machine | 1393196 | 5/7/02 |
| 0300P | US | G. Carls S. Guberman H. Zhang | Computer Aided Image Analysis | 60/263,267 | 1/22/01 |
| 0301P | US | G. Carls et al. (see above) | Computer Aided Image Analysis | 60/263,381 | 1/23/01 |
| 0302 | US | G. Carls et al. (see above) | Computer-Aided Image Analysis | 10/056,438 [2002/0165837] | 1/23/02 [11/7/02] |
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| 0302CA | Canada | G. Carls et al. (see above) | Computer Aided Image Analysis | 2,435,290 | 1/23/02 |
| 0302EP | Europe | G. Carls et al. (see above) | Computer Aided Image Analysis | 02709291.5 | 1/23/02 [8/1/02] |
| 0302JP | Japan | G. Carls et al. (see above) | Computer Aided Image Analysis | 2002-560082 | 1/23/02 |
| 0310P | US | J. Weston A. Elisseeff B. Schoelkopf | Use of Linear Models and Kernel Methods | 60/292,133 | 5/18/01 |
| 0311WP | PCT | J. Weston A. Elisseeff B. Schoelkopf O. Chapelle F. Perez-Cruz | Methods for Feature Selection in a Learning Machine | PCT/US02/16012 [WO 095534] | 5/20/02 [11/28/02] |
| 0311 0036 | US | J. Weston et al (see above) | Methods for Feature Selection in a Learning Machine | 10/478,192 | 11/18/03 |
| 0320P | US | A. Ben-Hur A. Elisseeff I. Guyon | Method for Cluster Model Selection | 60/292,221 | 5/17/02 |
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| 0321 0032 | US | A. Ben-Hur et al (see above) | Model Selection for Cluster Data Analysis | 10/478,191 | 11/18/03 |
| 0330P | US | A. Elisseeff J. Weston | Kernel Methods for Multi-Label Classification | 60/292,978 | 5/23/01 |

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| 0340P | US | I. Guyon E. Reiss R. Doursat D. Lewis J. Weston | Method and Device for Composition Assisted Feature Selection | 60/292,842 | 6/15/01 |
| 0341P | US | I. Guyon et al. (sees above) | Method and Device for Gene Res. Assist. | 60/298,757 | 6/15/01 |
| 0342P | US | I. Guyon et al. (see above) | Method and Devices for Cancer Diagnosis and Treatment | 60/298,867 | 6/15/01 |
| 0343WP | PCT | I. Guyon et al. (see above) | Data Mining Platform for Bioinformatics | PCT/US02/19202 [WO 02/103954] | 6/17/02 [12/27/02] |
| 0343 0037 | US | I. Guyon et al. (see above) | Data Mining Platform for Bioinformatics | 10/481,068 | 12/15/03 |
| 0350P | US | Nello Cristianini | Methods for Kernel Alignment | 60/309,717 | 8/2/01 |
| 0360P | US | Herbert Fritsche | Method and Composition for Detection of Breast Cancer | 60/324,148 | 9/21/01 |
| 0370P | US | Olivier Chapelle | Support Vector Machine Techniques for Dealing with Invariances and Noise | 60/329,874 | 10/17/01 |
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| 0381 0038 | US | A. Ben Hur A. Elisseeff O. Chapelle R. Doursat I. Guyon J. Weston | Kernels and Kernel Methods for Spectral Data | 10/267,977 | 10/9/02 |
| 0390P | US | I. Guyon A. Elisseeff | Selection of a Subset of Genes with Single Feature Support Vector Machines | 60/347,562 | 11/7/01 |
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| 0391 | US | J. Weston et al (see above) | Pre-Processed Feature Ranking for a Support Vector Machine | 10/494,876 | 5/7/04 |
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| 0420P | US | I. Guyon | Method of Clustering Transcription Profiles Using an Affine Transformation Invariant | 60/335,990 | 11/30/01 |

PATENT

RECORDED: 06/02/2005

REEL: 016087 FRAME: 0443