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Atty Ref/Docket No.: 41543 US 0002

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Steven A. Belinsky and William A. Palmisano

Additional name(s) of conveying party(ies) attached?

[ ] Yes [X] No

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

Name: Lovelace Respiratory Research Institute

Street Address: 2425 Ridgecrest Drive, S.E.

City: Albuquerque State: New Mexico

Zip: 87108-5127

3. Nature of conveyance:

[X] Assignment [ ] Merger

[ ] Security Agreement [ ] Change of Name

[ ] Other

Additional name(s) & address(es) attached? [ ] Yes [X] No

Execution Date: June 30, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 10/344,815, filed February 14, 2003

Additional numbers attached? [ ] Yes [X] No

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

Name: Rod D. Baker

Peacock, Myers, & Adams P.C.

Address: P.O. Box 26927

Albuquerque, New Mexico 87125-6927

Telephone: (505) 998-1500

FAX (505) 243-2542

Customer No. 005179

6. Total number of applications and patents involved: 1

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

[ ] Enclosed

[X] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any over payments to our Deposit account number: 13-4213

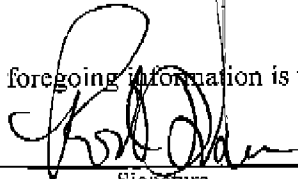
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9. Statement and signature.

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.

Rod D. Baker/Reg. No. 5434

Name of Person Signing



Signature

4  
May 7, 2005

Date

Total number of pages including cover sheet: 5

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

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PATENT  
REEL: 016190 FRAME: 0399

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**ASSIGNMENT OF INVENTION AND PATENT RIGHTS**

**Inventor(s):** STEVEN A. BELINSKY and WILLIAM A. PALMISANO  
**Serial No.** PCT/US01/26452, International Filing Date: August 24, 2001  
**Serial No.** US 10/344,815, National Entry Filing Date: February 14, 2003

For valuable consideration received or to be received, and hereby acknowledged, STEVEN A. BELINSKY of 13604 Crested Butte Drive, N.E., Albuquerque, New Mexico 87112; and WILLIAM A. PALMISANO of 125 Thunder Mountain Road, Edgewood, New Mexico 87015, both citizens of the United States of America (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto LOVELACE RESPIRATORY RESEARCH INSTITUTE of 2425 Ridgecrest, S.E., Albuquerque, New Mexico 87108, its successors and assigns (hereinafter referred to as "LRRR"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain Invention or improvement known as NESTED METHYLATION SPECIFIC POLYMERASE CHAIN REACTION CANCER DETECTION METHOD, and described in applications filed in the United States Patent and Trademark Office as follows:

- 1) International Application Serial No. PCT/US01/26452 filed on August 24, 2001, as Attorney Docket No. 41543-0002 and
- 2) U.S. Patent Application Serial No. 10/344,815 filed on February 14, 2003, as Attorney Docket No. 41543-0002,

(hereinafter referred to as "Invention") and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said Invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, reissue, reexamination or other applications based in whole or in part thereon. As set forth in Inventors' employment agreement and LRRR's employment policies and procedures manual, LRRR and the Inventors shall share 70%-30% net royalty income and licensing fees that LRRR obtains from the exploitation of an Invention through written licensing agreements, regardless of whether such Invention is patented or otherwise protected. Net royalty income and licensing fees are defined as all costs accrued in development, protection, ownership, and

licensing of the invention, including research and development costs, patent or copyright fees, and attorney fees in negotiating a license agreement.

Co-Inventors shall agree on a division of income as to the 30% share of net royalty income and licensing fees at the time the Invention is disclosed. If co-Inventors do not agree, the President/CEO of LRRR will determine how the division should be made; this decision is binding and non-appealable.

And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in LRRR's sole discretion to secure to LRRR the grant of Letters Patent in the United States and/or in other countries as LRRR may determine in its sole discretion, with specifications and claims in such form as shall be approved by LRRR's counsel, and to vest and confirm in LRRR the legal and equitable title and full use and benefit of all such patents.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application(s) when officially known.

Inventors further agree with LRRR that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned Invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to LRRR when discovered or upon request.

Inventors further covenant that LRRR will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said Invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to LRRR or its legal representative 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 in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned Invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to LRRi hereunder.

As used herein, the terms "Inventors" and "LRRi" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to LRRi.

DATED) this 30 day of JUNE, 2003.

*Steven A. Belinsky*  
\_\_\_\_\_  
Steven A. Belinsky

*William A. Palmisano*  
\_\_\_\_\_  
William A. Palmisano

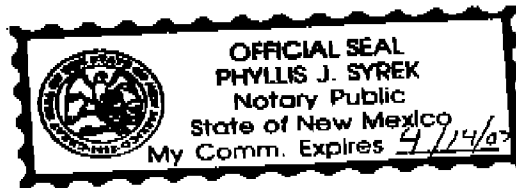
STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2003, by Steven A. Belinsky.

*Phyllis J. Syrek*  
\_\_\_\_\_  
Notary Public

My commission expires:

4/14/07



STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2003, by William A. Palmisano.

*Phyllis J. Syrek*  
\_\_\_\_\_  
Notary Public

My commission expires:

4/14/07

