

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b> | Settlement Agreement and Mutual Release |

**CONVEYING PARTY DATA**

| Name   | Execution Date |
|--|----------------|
| MMC/GATX Partnership No. 1   | 12/11/2002     |
| Transamerica Technology Finance Corporation, successor in interest to Transamerica Business Credit Corporation | 12/11/2002     |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | MT Technology, Inc. formerly known as Mosaic Technologies, Inc. |
| <b>Street Address:</b> | 303 Bear Hill Road  |
| <b>City:</b>           | Waltham   |
| <b>State/Country:</b>  | MASSACHUSETTS   |
| <b>Postal Code:</b>    | 02451   |

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Bruce F. Smith, as assignee for the benefit of the creditors of Mosaic Technologies, Inc. |
| <b>Street Address:</b> | One Financial Center  |
| <b>City:</b>           | Boston  |
| <b>State/Country:</b>  | MASSACHUSETTS   |
| <b>Postal Code:</b>    | 02111   |

**PROPERTY NUMBERS Total: 14**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 4589687 |
| Patent Number: | 5641658 |
| Patent Number: | 6090592 |
| Patent Number: | 6060288 |
| Patent Number: | 5932711 |
| Patent Number: | 6156494 |
| Patent Number: | 6180770 |
| Patent Number: | 6255051 |

**CH \$560.00 4589687**

|                |         |
|----------------|---------|
| Patent Number: | 6251660 |
| Patent Number: | 6300070 |
| Patent Number: | 6214187 |
| Patent Number: | 6238927 |
| Patent Number: | 6692912 |
| Patent Number: | 6468751 |

**CORRESPONDENCE DATA**

Fax Number: (650)849-7400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650 843 5381  
Email: dsanchezbentz@cooley.com  
Correspondent Name: Diana Sanchez Bentz  
Address Line 1: Cooley Godward LLP  
Address Line 2: 3000 El Camino Real  
Address Line 4: Palo Alto, CALIFORNIA 94306

|                         |            |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 129995-107 |
|-------------------------|------------|

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Diana Sanchez Bentz |
|--------------------|---------------------|

**Total Attachments: 9**  
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## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT (the "Agreement") dated as of December 11, 2002 is made by and among TRANSAMERICA TECHNOLOGY FINANCE CORPORATION successor in interest to TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("TTFC"), MMC/GATX PARTNERSHIP No. 1 ("GATX"), MT TECHNOLOGY, INC., a Delaware corporation formerly known as MOSAIC TECHNOLOGIES, INC. ("Mosaic" or the "Borrower"), and Bruce F. Smith, as assignee for the benefit of the creditors of Mosaic ("Assignee"). TTFC and GATX are hereinafter at times collectively referred to as "Lenders".

### RECITALS

WHEREAS, Borrower and Lenders entered into a Loan and Security Agreement dated as of July 31, 2000, as further amended from time to time (the Loan and Security Agreement and all documents executed in connection therewith hereinafter referred to as the "Loan Agreements"); and

WHEREAS, Borrower made an assignment to the Assignee for the benefit of creditors on April 17, 2002 (the "Assignment"); and

WHEREAS, Borrower and Lenders have conducted negotiations regarding their respective rights and liabilities and have agreed to resolve and compromise all current disputes between them on the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, Borrower, Lenders and Assignee hereby agree as follows:

1. Release of Lenders' Security Interest; Release of Borrower and Assignee; Compromise of Obligations.

A. Concurrently with the execution and delivery of this Agreement and the receipt by the Lenders of the payment set forth in subparagraph (B) below, and subject to the other terms and conditions hereof, including, without limitation, the terms and conditions of Sections 2 and 4 hereof, the Lenders shall (i) be deemed to release Borrower from all obligations and other amounts due under the Loan Agreements, and (ii) release all of Lenders' security interest in the assets of Assignee, acting in his capacity as such, and authorize Assignee and Borrower to file any UCC Financing Statements necessary to release all of Lenders' right, title and interest in and to such assets.

B. In consideration of the release to be given by the Lenders hereunder, Assignee, acting in his capacity as such, shall pay by wire transfer in immediately available funds to the Lenders the Payoff Amount (as defined below). The "Payoff Amount" equals FORTY THOUSAND and 00/100ths DOLLARS (\$40,000.00) in immediately available funds. Borrower shall pay each of the Lenders exactly fifty percent (50%) of the Payoff Amount via wire transfer as follows:

PAYMENT TO TTFC:     BANK ONE, N.A.  
                          ONE BANK ONE PLAZA  
                          CHICAGO, ILLINOIS 60670  
                          ACCOUNT NO.: 55-75427  
                          ABA ROUTING NO.: 071-000-013  
                          ACCOUNT NAME: TRANSAMERICA TECHNOLOGY  
                          FINANCE CORPORATION  
                          REFERENCE: MOSAIC

PAYMENT TO GATX:     BANK OF AMERICA  
                          ABA NO.: 111000012  
                          DALLAS, TEXAS 75202-2911  
                          CREDIT: GATX FINANCIAL CORPORATION  
                          ACCOUNT NO.: 3750878673  
                          REFERENCE: MOSAIC

Notwithstanding anything to the contrary contained herein, if, at any time after payment in full of the Payoff Amount, any portion of the Payoff Amount must be disgorged by Lenders in connection with any legal proceeding, including, without limitation, a bankruptcy proceeding, all of the rights of Lenders under the Loan Agreements, and all rights and remedies of Lenders as secured creditors under the U.S. Bankruptcy Code or other applicable laws, shall be reinstated automatically and in full force and effect as though Lenders had not compromised the obligations to an amount equal to the Payoff Amount, without any further action by the parties. In addition, notwithstanding anything to the contrary contained herein, if the Borrower or Assignee receive a payment or payments in excess of the amount set forth in Section 4(C) hereof such that the condition precedent set forth therein is not satisfied, then the Borrower and Assignee hereby agree to pay an amount to the Lenders in addition to and in excess of the Payoff Amount, such amount to be mutually agreed to in good faith by the parties.

2.     Mutual Release.

A.     Upon the satisfaction of the conditions precedent set forth in Section 4 hereof, the Lender Group (as defined below) hereby releases and forever discharges the Borrower Group (as defined below) from any and all actions, liabilities, liens, debts, damages, claims, suits, judgments, executions and demands of every kind, nature and description, including, but not limited to, tort claims, that the Lender Group or any member thereof has or may have against any member of the Borrower Group arising out of or related to the relationship or transactions between the Lenders and Borrower occurring or originating on or prior to the date hereof, and waives any and all defenses and rights of offset which the Lender Group or any member thereof may have arising out of or related to the relationship or transactions between the Lenders and Borrower; provided, however, that this release shall not release any member of the Borrower Group from any of the following: (i) any obligations arising under or created by this Agreement, (ii) any rights, privileges or benefits arising from or out of any warrants or stock of Borrower issued or to be issued in connection herewith or therewith, or rights or benefits granted in favor of Lenders in connection therewith, (iii) any obligations, actions, liabilities, liens, debts,

damages, claims, suits, judgments, executions or demands arising out of or related to any obligation of Borrower to indemnify the Lenders for third party claims under the Loan Agreements, or (iv) any obligations, actions, liabilities, liens, debts, damages, claims, suits, judgments, executions or demands arising out of or related to any relationship or transactions between Lenders and Borrower to the extent such relationship or transactions come into existence only after the date of this Agreement. The foregoing notwithstanding, Lenders hereby agree that any claims of Lenders against Borrower surviving this Agreement pursuant to this paragraph shall be unsecured claims to be paid by the Assignee in his capacity as such in accordance with the Assignment.

B. In consideration of the Lenders entering into this Agreement, Borrower, acting on behalf of itself and its successors and assigns, including, without limitation, the Assignee, and its and their past and present officers, directors, employees, managers, attorneys, accountants, agents, servants, shareholders and partners (collectively, the "Borrower Group"), hereby releases and forever discharges the Lenders and the Lenders' respective successors and assigns, their respective subsidiaries and affiliates, and their respective past and present officers, directors, employees, managers, attorneys (including in-house attorneys), accountants, agents, and servants, and each of them, in all capacities, including individually (collectively, the "Lender Group"), from any and all actions, liabilities, liens, debts, damages, claims, suits, judgments, executions and demands of every kind, nature and description, including, but not limited to, tort claims, that the Borrower Group or any member thereof has or may have against any member of the Lender Group arising out of or related to the relationship or transactions between the Lenders and Borrower occurring or originating on or prior to the date hereof, and waives any and all defenses and rights of offset which the Borrower Group or any member thereof may have arising out of or related to the relationship or transactions between the Lenders and Borrower.

C. The Lender Group waives and relinquishes any right or benefit, which it or any member thereof has or may have under any similar provision of the statutory or nonstatutory law of any jurisdiction. In connection with such waiver and relinquishment, the Lender Group acknowledges that it is aware that it or its attorneys or agents may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Agreement or the other parties hereto, but that it is the Lender Group's intention hereby to fully, irrevocably, finally and forever settle and release all of the claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between the parties, except as otherwise expressly provided in this Agreement. The release provided for in this Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts. The releases given herein are intended by Lender Group to be full and final, irrevocable releases.

D. The Borrower Group waives and relinquishes any right or benefit, which it or any member thereof has or may have under any similar provision of the statutory or nonstatutory law of any jurisdiction. In connection with such waiver and relinquishment, the Borrower Group acknowledges that it is aware that it or its attorneys or agents may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Agreement or the other parties hereto, but that it is the Borrower Group's intention hereby to fully, irrevocably, finally and forever settle and release all

of the claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between the parties, except as otherwise expressly provided in this Agreement. The release provided for in this Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts. The releases given herein are intended by Borrower Group to be full and final, irrevocable releases.

3. Representations and Warranties of Borrower and Assignee. The following represent and warrant to Lenders that:

a. Borrower represents and warrants that Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized as a foreign corporation in good standing under the laws of any other state in which it is required to be so authorized; Borrower further represents and warrants that all corporate action necessary for the authorization, execution, delivery and performance of this Agreement by Borrower has been taken and that this Agreement is its valid and legally binding obligation;

b. Assignee, acting in his capacity as such, represents and warrants that pursuant to the Assignment and the laws of the Commonwealth of Massachusetts that Assignee is duly authorized to execute, deliver and perform this Agreement, and this Agreement is its valid and legally binding obligation;

c. Borrower represents and warrants that to the best of its knowledge there is no action, suit or proceeding that is pending or threatened that questions the validity or propriety of this Agreement or any action taken by either of them in connection herewith or therewith;

d. Borrower and Assignee, acting in his capacity as such, acknowledge and agree that the Lenders have a first priority perfected security interest in the equipment and other personal property that is collateral under the Loan Agreements;

e. Borrower and Assignee, acting in his capacity as such, acknowledge and agree that the Loan Agreements are valid and legally binding agreements and the obligations and the security interests and liens granted thereby or pursuant thereto are valid, perfected encumbrances and are non-avoidable prior to their release under the provisions of this Agreement; and

f. Borrower represents and warrants that the consideration to be received by Lenders, more particularly described in this Agreement, is fair and adequate consideration and such consideration is no more than what Lenders would receive if Borrower was liquidated and the equipment and personal property was sold.

4. Conditions Precedent to Effectiveness. This Agreement shall not become effective unless and until each of the following conditions precedent have been satisfied (or waived in writing by the party entitled to performance thereof):

A. Borrower, Assignee and the Lenders shall have each executed and

delivered to the other this Agreement or a counterpart copy thereof;

B. Assignee, acting in his capacity as such, shall have paid all sums and performed all matters as set forth herein; and

C. Neither Borrower nor Assignee shall at any time during the 60-day period following the date of this Agreement receive in exchange for the sale, assignment or other transfer of any of the assets of Borrower or Assignee, acting in his capacity as such, a payment or payments in excess of Fifty Thousand Dollars (\$50,000) in the aggregate.

5. Reliance. Each party agrees that it has not relied upon any representation, warranty, condition, understanding or agreement of any kind in entering into this Agreement other than those actually set forth in this Agreement.

6. Advice of Counsel. Each party represents that it has received independent advice from legal counsel of its own choosing with respect to the advisability of entering into this Agreement or has had the opportunity to obtain such counsel and has declined to exercise its right to do so.

7. No Admission of Liability. This Agreement is a compromise. It is not an admission by either party of any wrongful conduct.

8. Authority. Each person who signs this Agreement represents and warrants that he or she has the authority and capacity to act on behalf of the party for whom he or she is signing and to bind that party and all who might claim through it to the terms of this Agreement.

9. No Assignment. The parties represent and warrant that, other than with respect to the Assignment, they have not assigned, transferred, or purported to assign or transfer, in whole or in part, any interest in any of the rights and claims that are the subject of this Agreement.

10. No Amendment; Further Assurances. This Agreement cannot be amended or modified in any respect, except by a written instrument executed by Borrower, Assignee and Lenders or their respective successors, assigns or designated representatives. Upon request by either Borrower or the Lenders, as the case may be, the non-requesting party shall make, execute and deliver, or cause to be made, executed and delivered such other instruments or other documents as Borrower or the Lenders, as the case may be, may reasonably request in order to effectuate the intent and purpose of this Agreement; provided, however, that no such additional document or other instrument requested by Borrower or the Lenders, as the case may be, shall increase the obligations of either party hereto.

11. GOVERNING LAW. THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. If any provision shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. All parties shall be deemed to have participated in drafting this Agreement and it shall

not be construed against any of them.

12. Counterparts. This Agreement may be executed in counterparts and copies or facsimiles may be used instead of originals. The executed counterparts shall be construed as and constitute one document.

**SIGNATURE PAGE TO FOLLOW**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**BORROWER:**

MT TECHNOLOGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDERS:**

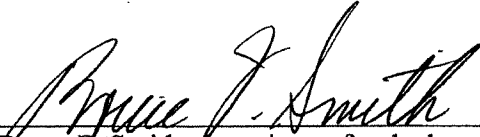
TRANSAMERICA TECHNOLOGY  
FINANCE CORPORATION successor in  
interest to TRANSAMERICA BUSINESS  
CREDIT CORPORATION

By:  \_\_\_\_\_

Name: Allen M. Sailer  
Sr. Vice President

Title: \_\_\_\_\_

**ASSIGNEE:**

  
\_\_\_\_\_  
Bruce F. Smith, as assignee for the benefit  
of creditors

MMC/GATX PARTNERSHIP No. 1  
By: GATX FINANCIAL CORPORATION, its  
General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**BORROWER:**

MT TECHNOLOGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDERS:**

TRANSAMERICA TECHNOLOGY  
FINANCE CORPORATION successor in  
interest to TRANSAMERICA BUSINESS  
CREDIT CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_  
Bruce F. Smith, as assignee for the benefit  
of creditors

MMC/GATX PARTNERSHIP No. 1  
By: GATX FINANCIAL CORPORATION, its  
General Partner

By: Gerald A. Michaud

Name: GERALD A. MICHAUD

Title: VICE PRESIDENT

|  |                             |                                |                              |
|--|-----------------------------|--------------------------------|------------------------------|
| <b>Patent #:</b> 4589687   | <b>Issue Dt:</b> 05/20/1986 | <b>Application #:</b> 06513300 | <b>Filing Dt:</b> 07/13/1983 |
| <b>Title:</b> IDENTIFICATION CARD METHOD AND APPARATUS   |                             |                                |                              |
| <b>Patent #:</b> 5641658   | <b>Issue Dt:</b> 06/24/1997 | <b>Application #:</b> 08285385 | <b>Filing Dt:</b> 08/03/1994 |
| <b>Title:</b> METHOD FOR PERFORMING AMPLIFICATION OF NUCLEIC ACID WITH TWO PRIMERS BOUND TO A SINGLE SOLID SUPPORT |                             |                                |                              |
| <b>Patent #:</b> 6090592   | <b>Issue Dt:</b> 07/18/2000 | <b>Application #:</b> 08776859 | <b>Filing Dt:</b> 05/29/1997 |
| <b>Title:</b> METHOD FOR PERFORMING AMPLIFICATION OF NUCLEIC ACID ON SUPPORTS                                      |                             |                                |                              |
| <b>Patent #:</b> 6060288   | <b>Issue Dt:</b> 05/09/2000 | <b>Application #:</b> 08800840 | <b>Filing Dt:</b> 02/14/1997 |
| <b>Title:</b> METHOD FOR PERFORMING AMPLIFICATION OF NUCLEIC ACID ON SUPPORTS                                      |                             |                                |                              |
| <b>Patent #:</b> 5932711   | <b>Issue Dt:</b> 08/03/1999 | <b>Application #:</b> 08812105 | <b>Filing Dt:</b> 03/05/1997 |
| <b>Title:</b> NUCLEIC ACID-CONTAINING POLYMERIZABLE COMPLEX  |                             |                                |                              |
| <b>Patent #:</b> 6156494   | <b>Issue Dt:</b> 12/05/2000 | <b>Application #:</b> 08959241 | <b>Filing Dt:</b> 10/28/1997 |
| <b>Title:</b> SERIALY DIRECTED COMBINATORIAL SYNTHESIS ON FIBER OPTIC ARRAYS                                       |                             |                                |                              |
| <b>Patent #:</b> 6180770   | <b>Issue Dt:</b> 01/30/2001 | <b>Application #:</b> 09183092 | <b>Filing Dt:</b> 10/30/1998 |
| <b>Title:</b> NUCLEIC ACID-CONTAINING POLYMERIZABLE COMPLEX  |                             |                                |                              |
| <b>Patent #:</b> 6255051   | <b>Issue Dt:</b> 07/03/2001 | <b>Application #:</b> 09188086 | <b>Filing Dt:</b> 11/06/1998 |
| <b>Title:</b> MULTIPLE SEQUENTIAL POLYNUCLEOTIDE DISPLACEMENT REACTIONS FOR SIGNAL AMPLIFICATION AND PROCESSING    |                             |                                |                              |
| <b>Patent #:</b> 6251660   | <b>Issue Dt:</b> 06/26/2001 | <b>Application #:</b> 09200126 | <b>Filing Dt:</b> 11/25/1998 |
| <b>Title:</b> DEVICES AND METHODS FOR DETECTING TARGET MOLECULES IN BIOLOGICAL SAMPLES                             |                             |                                |                              |
| <b>Patent #:</b> 6300070   | <b>Issue Dt:</b> 10/09/2001 | <b>Application #:</b> 09327083 | <b>Filing Dt:</b> 06/04/1999 |
| <b>Title:</b> SOLID PHASE METHODS FOR AMPLIFYING MULTIPLE NUCLEIC ACIDS  |                             |                                |                              |
| <b>Patent #:</b> 6214187   | <b>Issue Dt:</b> 04/10/2001 | <b>Application #:</b> 09336228 | <b>Filing Dt:</b> 06/18/1999 |
| <b>Title:</b> DENATURING GRADIENT AFFINITY ELECTROPHORESIS AND METHOD OF USE THEREOF                               |                             |                                |                              |
| <b>Patent #:</b> 6238927   | <b>Issue Dt:</b> 05/29/2001 | <b>Application #:</b> 09411777 | <b>Filing Dt:</b> 10/04/1999 |
| <b>Title:</b> REVERSE DISPLACEMENT ASSAY FOR DETECTION OF NUCLEIC ACID SEQUENCES                                   |                             |                                |                              |
| <b>Patent #:</b> 6692912   | <b>Issue Dt:</b> 02/17/2004 | <b>Application #:</b> 09550817 | <b>Filing Dt:</b> 04/18/2000 |
| <b>Title:</b> NUCLEIC ACID-CONTAINING POLYMERIZABLE COMPLEX  |                             |                                |                              |
| <b>Patent #:</b> 6468751   | <b>Issue Dt:</b> 10/22/2002 | <b>Application #:</b> 09591168 | <b>Filing Dt:</b> 06/09/2000 |
| <b>Title:</b> METHOD AND APPARATUS FOR PERFORMING AMPLIFICATION OF NUCLEIC ACID ON SUPPORTS                        |                             |                                |                              |

**PATENT**

**RECORDED: 08/09/2006**

**REEL: 018075 FRAME: 0432**