

09-12-2006



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PTO-1595
1-31-92

Docket No. 612,407-086

To the Honorable Commissioner of Patents and Trademarks

103305274

Documents or copy thereof.

1. Name of conveying party(ies):
Keith Bradley, Ying-Lan Chang, Jean-Christophe P. Gabriel, John
Loren Passmore, Sergei Skarupo, Eugene Tu, Christian Valcke

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

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: August 24, 2006

2. Name and address of receiving party:

Name: NANOMIX, INC.

Street Address: 5980 Horton Street, 6th Floor

City: Emeryville

State: California

Zip: 94608

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

9-5-06

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): 11/400,038

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: David B. Murphy

Internal Address: O'MELVENY & MYERS LLP

610 Newport Center Drive, 17th Fl.

Newport Beach, California 92660

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):

\$ 40.00

☐ Enclosed

☒ Charge this Deposit Account for all fees required in connection with this Assignment

8. Deposit Account Number: 50-2862

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.

David P. Dalke

Date: 8-30-06

David P. Dalke, Reg No. 40,980

OMB No. 0651-0011 (exp. 4/94)

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

Director — U.S. Patent and Trademark Office

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09/11/2006 NJANA1 00000020 502862 11400038

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CERTIFICATE OF MAILING (37 C.F.R. §1.8a)

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as First Class Mail in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit

NB1:694169.1

Denise N. Doss

PATENT
REEL: 018275 FRAME: 0777

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, **Keith Bradley**, a citizen of the United States, residing at 342 W. 89th Street, #4B, New York, New York, 10024, **Ying-Lan Chang**, a citizen of the United States, residing at 8099 Presidio Drive, Cupertino, California 95014, **Jean-Christophe P. Gabriel**, a citizen of France, residing at 1205 MacDonald Drive, Pinole, California 94564, **John Loren Passmore**, a citizen of the United States, residing at 1714 Hearst Avenue, Berkeley, California 94703, **Sergei Skarupo**, a citizen of the United States, residing at 1040 Sutter Street, Apt. 44, San Francisco, California 94109, **Eugene Tu**, a citizen of the United States, residing at 3527 Lark Street, San Diego, California 92103, and **Christian Valcke**, a citizen of Belgium, residing at 32 Dos Posos, Orinda, California 94563 (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled ***NANO-ELECTRONIC SENSORS FOR CHEMICAL AND BIOLOGICAL ANALYTES, INCLUDING CAPACITANCE AND BIO-MEMBRANE DEVICES*** for which application for Letters Patent of the United States of America has been filed on April 6, 2006, assigned Serial No. 11/400,038, and

WHEREAS, NANOMIX, INC., having its place of business at 5980 Horton Street, 6th Floor, Emeryville, California 94608 (hereinafter referred to as "Assignee"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any patent or similar legal protection to be obtained therefore in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its

territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE 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 as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE 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 in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Date: 7/14/06

By: 
Keith Bradley

Date: _____

By: _____
Ying-Lan Chang

Date: _____

By: _____
Jean-Christophe P. Gabriel

territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

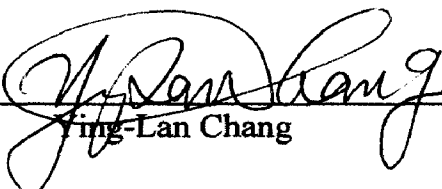
ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE 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 as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE 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 in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Date: _____

By: _____
Keith Bradley

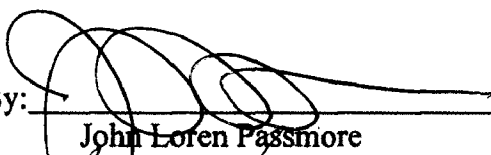
Date: Aug 18, 2006

By: 
Ying-Lan Chang

Date: Aug 18, 2006

By: 
Jean-Christophe P. Gabriel


Date: Aug 18, 2006

By: 
John Loren Passmore

Date: Aug 17, 2006

By: 
Sergei Skarupo

Date: 8-24-06

By: 
Eugene Tu

Date: 6 AUG 06

By: 
Christian Valcke