


Substitute Form PTO-1595
 Attorney Docket No.: 07763-021001
 Client's Ref. No.:

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): <p style="text-align: center;">The Public Health Research Institute of the City of New York, Inc.</p> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): <p style="text-align: center;">PHRI Properties, Inc. 65 Bergen Street Newark, NJ 07107-3001</p>
3. Nature of conveyance: Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Assignment and Assumption Agreement Execution Date: 12/14/2006	Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): <p style="text-align: center;">08/152,006; 10/110,907; 10/426,556</p> B. Patent No(s): <p style="text-align: center;">5,925,517; 6,103,476; 6,150,097; 6,461,817; 6,037,130</p> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: <p style="text-align: center;">RICHARD P. FERRARA Fish & Richardson P.C. Citigroup Center 52nd Floor 153 East 53rd Street New York, New York 10022-4611</p>	6. Total number of applications/patents involved: 8 7. Total fee (37 CFR \$3.41): \$320 Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i>	
Richard P. Ferrara Reg. No. 30,632 Name of Person Signing	 Signature
Date <u>12/21/2006</u>	
Total number of pages including coversheet, attachments and document: 7	

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

December 21, 2006

Date of Transmission



Signature

Richard P. Ferrara **PATENT**

Typed or Printed Name of Person Signing Certificate

CH \$320.00 061050 08152006

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") dated December 14, 2006 (the "Effective Date") by and between **THE PUBLIC HEALTH RESEARCH INSTITUTE OF THE CITY OF NEW YORK, INC.**, a not for profit corporation organized and existing under the laws of the State of New York having a place of business at 225 Warren St., Newark, NJ 07103 (the "Assignor"), and **PHRI Properties, Inc.**, a nonprofit corporation of the State of New Jersey, having a place of business at 65 Bergen Street, Newark, New Jersey, 07107-3001, U.S.A. (the "Assignee") (collectively referred to herein as the "Parties").

WITNESSETH:

A. The Assignee is the owner of the patents and patent applications listed on Attachment A hereto by assignment from Assignor.

B. The Assignor is the Grantor under that certain Security Agreement dated February 12, 2002, between Assignor and Paul Capital Royalty Acquisition Fund, L.P. (now known as Paul Royalty Fund, L.P.), as Grantee (the "Security Agreement") with respect to security interests in the patents and patent applications listed on Attachment A hereto and recorded at United States Patent and Trademark Office ("USPTO").

C. The Grantee has subsequently transferred its rights under the Security Agreement in a series of transfers recorded at the USPTO at (Reel/Frame) 012852/0792, 017185/0628, 015409/0413, 017185/0688, 015596/0177, 017185/0732, 015603/0752, 017185/0993, 015603/0896, and 017187/0018.

D. Assignor and the Assignee have agreed, as part of the assignment by the Assignor to the Assignee of the patents and patent applications listed on Attachment A hereto, to sell, assign, transfer, and convey, to the Assignee of all of the Assignor's rights, obligations, liabilities, benefits and privileges under the Security Agreement.

E. Assignee has agreed to assume all of Assignor's liabilities and other obligations to the Grantee, its successors and assigns, under the Security Agreement arising after the consummation of the Second Closing (as defined in a certain Agreement of Purchase and Sale dated as of March 24, 2006 (the "Purchase Agreement") between the Assignor and the University of Medicine and Dentistry of New Jersey, a body corporate and politic established by an act of the Legislature of the State of New Jersey, U.S.A., N.J.S.A. 18A: 46-G-1 et seq. having a place of business at 65 Bergen Street, Newark, New Jersey, 07107-3001, U.S.A.).

NOW, THEREFORE, in accordance with the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to such terms in the Purchase Agreement.

2. The Assignor hereby sells, assigns, transfers and conveys to the Assignee, without recourse and without representation or warranty (other than as those representations and warranties expressly provided in this Agreement), and the Assignee hereby accepts from the Assignor, all of the rights, title, and interests of the Assignor in, to and under the Security Agreement and assumes all of Assignor's liabilities and other obligations to the Grantee, its successors and assigns under the Security Agreement arising after consummation of the Second Closing.

3. This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns.

4. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable in the case of agreements made and to be performed entirely within such State (excluding the choice of law rules thereof).

[Signatures Follow on Next Page]

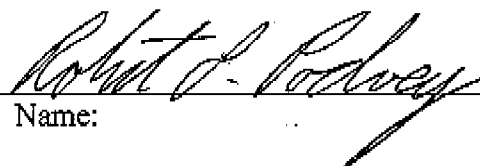
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

**THE PUBLIC HEALTH RESEARCH
INSTITUTE OF THE CITY OF NEW YORK**


By: 
Name: David S. Perlin, Ph.D.
Title: President

WITNESS:

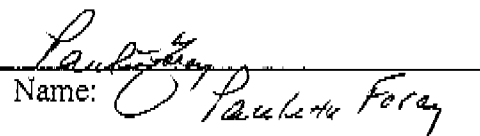
By: 
Name:

ASSIGNEE:

PHRI Properties, Inc.

By: 
Name: Denise Mulkern
Title: President

WITNESS:

By: 
Name: Paulette Foray

STATE OF New Jersey)
) SS.
 COUNTY OF Essex)

On December 14, 2006, before me, the undersigned, a notary public for the State of N.J., there personally appeared David S. Perlin, Ph.D. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Assignment, who acknowledged having executed the same in his authorized capacity and that by his signature on this Assignment, the person or the entity upon behalf of which he acted, executed this Assignment.

WITNESS my hand and official seal.

Carmen Aiello
 Notary Public

STATE OF New Jersey)
) SS.
 COUNTY OF Essex)

On December 14, 2006, before me, the undersigned, a notary public for the State of N.J., there personally appeared Denise Mulkern personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Assignment, who acknowledged having executed the same in his/her authorized capacity and that by his/her signature on this Assignment, the person or the entity upon behalf of which he/she acted, executed this Assignment.

WITNESS my hand and official seal.

Carmen Aiello
 Notary Public

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2010

Attachment A Molecular Beacons Patents and Applications

HYBRIDIZATION PROBES FOR NUCLEIC ACID DETECTION, UNIVERSAL STEMS METHODS AND KITS

Jurisdiction*	Filing Date**	Application Number	Issued Date	Patent Number
US	11/12/1993	08/152,006		
AU	11/14/1994	12921/95	9/9/1998	697841
CA	11/14/1994	2176348	11/2/2004	2176348
EP	11/14/1994	95904104.7		
JP	11/14/1994	7-514079		
PCT	11/14/1994	PCT/US94/13415		

DETECTABLY LABELED DUAL CONFORMATION OLIGONUCLEOTIDE PROBES, ASSAYS AND KITS

Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
US	5/12/1995	08/439,819	7/20/1999	5,925,517
US	3/15/1999	09/268,402	8/15/2000	6,103,476
AU	5/13/1996	52324/96	2/25/1999	702598
CA	5/10/1996	2176266		
EP	5/10/1996	96303544.9		
JP	5/13/1996	8-118110	9/8/2006	3850914

NUCLEIC ACID DETECTION PROBES HAVING NON-FRET FLUORESCENCE QUENCHING AND KITS AND ASSAYS INCLUDING SUCH PROBES

Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
US	4/12/1996	60/015,409		
US	12/12/1997	08/990,176	11/21/2000	6,150,097
AU	4/14/1997	29224/97	10/21/1999	713667
CA	4/14/1997	2252048		
EP	4/14/1997	97923412.7		
JP	4/14/1997	H09-537293		
PCT	4/12/1997	PCT/US97/06532		
PCT	4/14/1997	PCT/US97/06208		

NON-COMPETITIVE CO-AMPLIFICATION METHODS

Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
US	10/20/2000	09/508,343	10/8/2002	6,461,817
AU	9/11/1998	94846/98	5/2/2002	743011
CA	9/11/1998	2303414		
EP	9/11/1998	98948229.4		
JP	9/11/1998	2000-510898		
PCT	9/11/1998	PCT/US98/19182		

* Jurisdictions where applications have been filed, as abbreviated in this table, are: United States of America (US), Australia (AU), Canada (CA), China (CN), European Patent Office (EP), Japan (JP) and International (PCT).

** Filing dates and issue dates in this table are "month/day/year".

WAVELENGTH-SHIFTING PROBES AND PRIMERS

Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
US	7/28/1998	09/123,764	3/14/2000	6,037,130
AU	7/28/1999	52402/99	10/23/2003	763106
CA	7/28/1999	2336489		
EP	7/28/1999	99937602.3		
JP	7/28/1999	2000-562560	9/8/2006	3851088
PCT	7/28/1999	PCT/US99/17145		

ASSAYS FOR SHORT SEQUENCE VARIANTS

Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
US	10/22/1999	60/161,096		
US	7/24/2002	10/110,907		
AU	10/13/2000	80240/00	6/23/2005	781945
CA	10/13/2000	2387306		
EP	10/13/2000	00970925.4	8/16/2006	1230387
JP	10/13/2000	2001-533197		
PCT	10/13/2000	PCT/US00/28515		

HOMOGENEOUS MULTIPLEX SCREENING ASSAYS AND KITS

Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
US	4/30/2003	10/426,566		
AU	4/29/2004	2004236725		
CA	4/29/2004	2,524,080		
CN	4/29/2004	200480018729.6		
EP	4/29/2004	04751175.3		
JP	4/29/2004	2006-514227		
PCT	4/29/2004	PCT/US2004/013652		

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