

Form **PTO-1595** (Rev. 09/04)  
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U.S. DEPARTMENT OF COMMERCE  
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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)/Execution Date(s):

RICHARD J. DAVIES

Execution Date(s): November 20, 2006

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of Conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: EPI-SCI, LLC

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

21 CAMERON ROAD

City: SADDLE RIVER

State: NEW JERSEY

Country: United States of America Zip: 07458

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

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

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,251,681

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harvey L. Cohen  
LERNER, DAVID, LITTENBERG,  
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. Dkt.:

Street Address: 600 South Avenue West

City: Westfield

State: NJ Zip: 07090

Phone Number: (908) 518-6425

Fax Number: (908) 654-0415

Email Address: hcohen@ldlkm.com

### 6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 12-1095

Authorized User Name Harvey L. Cohen

### 9. Signature:

  
 Signature

January 22, 2007

Date

Harvey L. Cohen - 28,365

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

## ASSIGNMENT AGREEMENT

This Agreement (the "Agreement") is dated 11/20/2006 and is by and between Richard J. Davies ("Davies"), an individual, located at 21 Cameron Road, Saddle River, New Jersey 07458, on the one hand, and Epi-Sci, LLC ("Epi-Sci"), a limited liability company of the State of New Jersey, located and doing business at 21 Cameron Road, Saddle River, New Jersey 07458, on the other hand, and any schedules referred to herein. Unless otherwise dated above, this Agreement shall become effective when signed by both parties (the "Effective Date").

WHEREAS, Davies is the owner, by assignment, of Assigned Patent;

WHEREAS, Epi-Sci desires to acquire such Assigned Patent;

NOW, THEREFORE, in consideration of Davies' ownership in Epi-Sci and for other good and valuable consideration, the receipt of which both parties hereby acknowledge:

1. "Assigned Patent" means, for the purposes of this Agreement, any issued patent or patent application that:

(a) is listed in Schedule A; or

(b) is a continuation, continuation-in-part, divisional, reissue, reexamination, substitute application (as defined in MPEP § 201.09) or any other patent which claims the benefit of the filing date of the patent listed in Schedule A to the extent such continuation, continuation-in-part, divisional, reissue, reexamination, substitute application (as defined in MPEP § 201.09) claims subject matter that was disclosed in the patent listed in Schedule A.

2. Assignment. Davies hereby irrevocably assigns to Epi-Sci all right, title, and interest, throughout the world, in the Assigned Patent, including the right to: reproduce, distribute, perform, display, make, have made, modify, adapt, prepare derivative works of, make substantial alterations, use, sell, license, grant sublicensing rights, lease, rent, import, transfer, collect past damages, obtain and own renewals or extensions including copyright renewals, translate into any language or otherwise exploit, in any medium whatsoever, whether now known or hereafter devised, without any accounting or any other obligation owed to Davies, all to the maximum extent permitted by law. Epi-Sci has sole discretion to register, enforce or protect the Assigned Patent, including filing and controlling copyright applications and patent applications in its own name, including continuations, continuation-in-parts, divisionals, reissues, reexaminations or any other patent application which claims the benefit of the filing date of a patent or application assigned to Epi-Sci. Epi-Sci shall retain ownership of Assigned Patent regardless of any termination or the basis of termination of this Agreement. Davies acknowledges that he retains no rights to any Assigned Patent.

3. Protection. Epi-Sci may take those steps as it deems fit to register, enforce or protect the Assigned Patent. Davies shall execute documents and provide other cooperation as Epi-Sci shall reasonably request to evidence and confirm Epi-Sci's ownership of Assigned Patent, including applications for patents and copyrights and enforcements against third parties.

4. Third Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any third party. Nothing in this Agreement, express or implied, is intended to or shall confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement. This Agreement shall

not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement. No third party shall have any right, independent of any right that exists irrespective of this Agreement, to bring any suit at law or equity for any matter governed by or subject to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates and year written below.

RICHARD J. DAVIES, in his capacity as  
an individual:

By: Richard J. Davies  
(Signature)

Name: Richard J. Davies  
(Typed or Printed Name)

Date: 20<sup>th</sup> November 2006

By and on behalf of EPI-SCI, LLC:

By: Richard J. Davies  
(Signature)

Name: Richard J. Davies  
(Typed or Printed Name)

Title: Manager

Date: 20<sup>th</sup> November 2006

**SCHEDULE A**

<b>Application Number</b>	<b>Filing Date</b>	<b>U.S. Patent Number</b>	<b>Issue Date</b>	<b>Title</b>
09/201,223	11/30/98	6,251,681	06/26/01	Method for the Detection of Cancer and Premalignancy Conditions Thereof



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PATENTS, TRADEMARKS, COPYRIGHTS & UNFAIR COMPETITION

## Facsimile Transmittal

To:	Fax Number	From
USPTO Assignment Division	571-273-0140	Phyllis Kelly 908-518-6456

Date: January 22, 2007  
No. Pages: 5  
File Name.: DAVIES 3.0-003 Annuity  
Client/Matter No: DAVIES/41  
Attorney/Secretary: HLC/tm

### MESSAGE:

Please record the attached assignment and fax the Notice of Recordation to Phyllis Kelly at 908-654-7866.

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RECORDED: 01/22/2007

PATENT  
REEL: 018797 FRAME: 0425