

10-02-2007

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To the Director of the U.S. Patent &

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documents or the new address(es) below.

1. Name of conveying party(ies)

Olaf PIEPENBURG
Derek L. STEMPLER
Niall A. ARMES

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 9/20/07; 9/21/07; 9/20/07

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

2. Name and address of receiving party(ies)

Name: ASM Scientific, Inc.

Internal Address:

Street Address: 240 Norfolk Street

City: Cambridge

State: Massachusetts

Country: U.S.A. Zip: 02139

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

(1) 11/628,343, filed June 2, 2005

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jonathan M. Spenner, Ph.D.

Internal Address: MINTZ, LEVIN, COHN, FERRIS

GLOVSKY and POPEO, P.C.

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State: NY Zip: 10017

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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 000007511528343
Expiration Date 09/01/07

b. Deposit Account Number 50-0311

Authorized User Name Jonathan M. Spenner, Ph.D.

September 28, 2007

Date

9. Signature:

Jonathan M. Spenner, Reg. No. 57,268

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

We, **Olaf PIEPENBURG, Derek L. STEMPLER, and Niall A. ARMES**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **ASM Scientific, Inc.**, a Delaware corporation, with offices at **240 Norfolk Street, Cambridge, Massachusetts 02139**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

2' - NITROBENZYL-MODIFIED RIBONUCLEOTIDES

filed with the U.S. Patent and Trademark Office on **June 2, 2005** and assigned Serial No.: **11/628,343**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore, including priority application U.S. Provisional Patent Application No. **60/576,907**; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

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

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives 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 which may be necessary or desirable to carry out the purposes thereof.


Date: 20/9/2007


Signature of: Olaf PIEPENBURG

State of _____


Country of _____

Subscribed and sworn to before me this 20 day of September


Notary Public

My commission expires _____

Date: 21 September 2007


Signature of: Derek L. STEMPLE

State of _____


Country of _____

Subscribed and sworn to before me this _____ day of _____

Notary Public

My commission expires _____

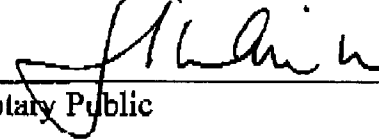
Date: 20/9/2007


Signature of: Niall A. ARMES

State of _____

Country of _____

Subscribed and sworn to before me this 20th day of September 2007


Notary Public

My commission expires _____