

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Brian K. Maples</td> <td>09/28/2007</td> </tr> <tr> <td>Rebecca C. Holmberg</td> <td>09/28/2007</td> </tr> <tr> <td>Andrew P. Miller</td> <td>09/28/2007</td> </tr> <tr> <td>Jarrold Provins</td> <td>09/28/2007</td> </tr> <tr> <td>Richard Roth</td> <td>09/28/2007</td> </tr> <tr> <td>Jeffrey Mandell</td> <td>09/28/2007</td> </tr> </tbody> </table>		Name	Execution Date	Brian K. Maples	09/28/2007	Rebecca C. Holmberg	09/28/2007	Andrew P. Miller	09/28/2007	Jarrold Provins	09/28/2007	Richard Roth	09/28/2007	Jeffrey Mandell	09/28/2007
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RECEIVING PARTY DATA															
Name:	Ionian Technologies, Inc.														
Street Address:	3595 John Hopkins Court														
City:	San Diego														
State/Country:	CALIFORNIA														
Postal Code:	92121														
PROPERTY NUMBERS Total: 1															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11778018</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11778018										
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CORRESPONDENCE DATA															
Fax Number:	(612)332-8352														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
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ATTORNEY DOCKET NUMBER:	ITI-1001-UT														

OP \$40.00 11778018

NAME OF SUBMITTER:

Dave Glisson

Total Attachments: 8

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ASSIGNMENT AND AGREEMENT

WHEREAS, **Brian K. Maples** of 26356 Vintage Woods Road, Apartment 19-E, Lake Forest, CA 92630, USA; **Rebecca C. Holmberg** of 1825 ½ MacKinnon Avenue, Cardiff, CA 92007, USA; **Andrew P. Miller** of 10652 Kemerton Road, San Diego, CA 92126, USA; **Jarrold Provins** of 24582 Del Prado #209, Dana Point, CA 92629, USA; **Richard Roth** of 11325 Carmel Creek Road, San Diego, CA 92130, USA; **Jeffrey Mandell** of 8666 Via Mallorca #C, La Jolla, CA 92037, USA; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **NICKING AND EXTENSION AMPLIFICATION REACTION FOR THE EXPONENTIAL AMPLIFICATION OF NUCLEIC ACIDS** for which an application for United States Letters Patent was filed on July 14, 2007 as Application No. 11/778,018; and

WHEREAS, **Ionian Technologies, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 3595 John Hopkins Ct., San Diego, CA 92121, USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and

interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

Executed this 28 day of Sept., 2007.

Jarrold Provins
Jarrod Provins

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

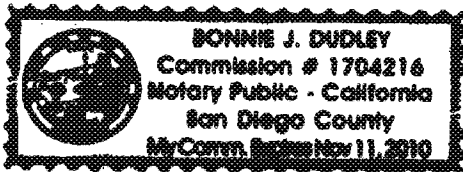
On this 28 day of september, before me, BONNIE J. DUDLEY
Notary Public, personally appeared Jarrod Provins personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Bonnie J. Dudley
Notary Public in and for said County and State

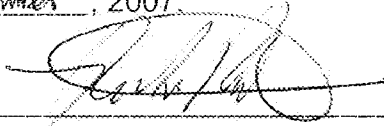
(Seal)

My Commission Expires: November 11, 2010



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Executed this 28th day of September, 2007

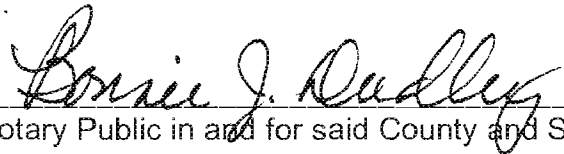


Richard Roth

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

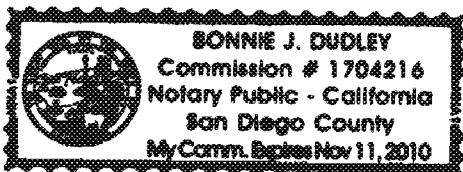
On this 28 day of September, before me, BONNIE J. DUDLEY,
Notary Public, personally appeared Richard Roth personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said County and State

(Seal)

My Commission Expires: November 11, 2010



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Executed this 28th day of September, 2007.

Jeffrey Mandell
Jeffrey Mandell

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

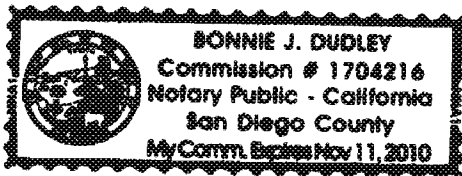
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or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Bonnie J. Dudley
Notary Public in and for said County and State

(Seal)

My Commission Expires: November 11, 2007



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