

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sphere Biosystems, Inc.	06/30/2000
RECEIVING PARTY DATA	
Name:	C Sixty Inc.
Street Address:	130 Adelaide Street West, Suite 3303
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 3P5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6399785
CORRESPONDENCE DATA	
Fax Number:	(713)934-7011
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7139344094
Email:	cmeinhardt@wmalaw.com
Correspondent Name:	Kenneth D. Goodman
Address Line 1:	10333 Richmond, Suite 1100
Address Line 4:	Houston, TEXAS 77042
ATTORNEY DOCKET NUMBER:	4451.000296/KDG
NAME OF SUBMITTER:	Kenneth D. Goodman
Total Attachments: 2 source=Assignment_6-30-2000#page1.tif source=Assignment_6-30-2000#page2.tif	

CH \$40.00 6399785

500587738

PATENT
REEL: 021212 FRAME: 0034

212 331 3131 10 4483362413/06300 P.03/04

ASSIGNMENT

WHEREAS SPHERE BIOSYSTEMS, INC. ("ASSIGNOR"), having a principal office or place of business at P. O. Box 156, Chatham, New Jersey 07928, owns the inventions and discoveries set forth in U.S. patent application Ser. No., 08/509, 209 filed July 31, 1995 and its successor application(s) (the "Patent Application"); pursuant to assignments from the inventors thereof Randall B. Murphy, Stephen R. Wilson and Quing Lu dated February 21, 1996;

AND WHEREAS C SIXTY INC. (the "ASSIGNEE"), having a principal office or place of business at Suite 3303, 130 Adelaide Street West, Toronto, Ontario M5H 3P5, is desirous of acquiring from the ASSIGNOR all its rights, title and interest in and to the inventions and said Patent Application;

Now, therefore, for valuable consideration furnished by Assignee, receipt and sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

1. Assigns and conveys to and confirms in Assignee the entire right, title and interest in and to said inventions and discoveries and said Patent Application, including all divisional, renewal, substitute, continuation and foreign applications based in whole or in part upon said inventions or discoveries or upon said Patent Application, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said Patent Application, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said Patent Application and said Letters Patent;
2. Authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorizes and requests the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer said Patent Application and said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrants that it has not conveyed to others any right in said inventions discoveries, applications or patents or any license to make, use or sell same other than:
 - 1] the security interest evidenced by the PLEDGE/SECURITY AGREEMENT dated July 31, 1995 in favor of Stephen R. Field, Esq. and Curtis Morris & Safford, P.C. recorded on February 10, 1997 at Reel 008340 Frame 0875; and
 - 2] the Exclusive License Agreement with Innova Biomed Inc. dated February 21, 1996

5. Binds its successors and legal representatives, as well as itself to do, upon Assignee's request and at its expense, but without additional consideration to it or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by it or its successors or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to it relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in its control or in the control of its successors or legal representatives and which may be useful for establishing the facts of its conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN WITNESS THEREOF, the ASSIGNOR has caused its seal to be affixed under the hands of its officers duly authorized on that behalf this 30 day of June, 2000.

SPHERE BIOSYSTEMS, INC.

per: [Signature]
Name: Stephen R. Wilson
Title: President

AFFIDAVIT OF EXECUTION

I, **STEPHEN R. WILSON**, whose full post office address is P. O. Box 156, Chatham, New Jersey 07928, MAKE OATH AND SAY:

1. That I am the **Chairman** of **Sphere Biosystems, Inc.**, one of the parties named in the attached assignment.
1. That the seal affixed to the attached Assignment is the seal of the said company and has been properly affixed in accordance with the constitution and by-laws of the said company, and has been verified in accordance therewith under the hands of the Directors or Officers whose signatures appear on the Assignment in verification thereof.

SWORN before me at,
Chatham, NJ this 30
1 day of June, 2000.

[Signature]
A Notary Public **LISA A. HARTY**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar 17 2004

[Signature]
STEPHEN R. WILSON