

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Homestead Clinical Corporation	06/23/2008
RECEIVING PARTY DATA	
Name:	Integrated Diagnostics, Inc.
Street Address:	1441 North 34th Street
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	60836986
Application Number:	61087559
PCT Number:	US0717868
CORRESPONDENCE DATA	
Fax Number:	(206)757-7700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-757-8540
Email:	michelleleibelt@dwt.com
Correspondent Name:	Michelle Leibelt
Address Line 1:	1201 Third Avenue, Suite 2200
Address Line 4:	Seattle, WASHINGTON 98101-3045
ATTORNEY DOCKET NUMBER:	51956-67
NAME OF SUBMITTER:	Michelle Leibelt
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

WHEREAS, Homestead Clinical Corporation, a corporation organized and existing under the laws of the State of Delaware, with a place of business at 1616 Eastlake Ave E., Seattle WA 98102 (hereinafter referred to as "ASSIGNOR"), is a co-owner or owner of the United States patents and patent applications set forth in Schedule A attached hereto and made a part hereof, and international patents and patent applications set forth in Schedule B attached hereto and made a part hereof (the listed patents and patent applications collectively referred to herein as the "PATENTS");

WHEREAS, Integrated Diagnostics, Inc. a corporation organized and existing under the laws of the State of Delaware, with a place of business at 1441 North 34th Street, Seattle, WA 98103 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title, and interest in the PATENTS, all Letters Patent that may be granted for the PATENTS in the United States and foreign countries, and all inventions described in the PATENTS;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and conditions set forth below, the parties agree as follows:

1. ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its entire right, title, and interest in and to the PATENTS, ASSIGNOR's right to all Letters Patent that may be granted for the PATENTS in the United States and foreign countries, ASSIGNOR's right to all inventions described in the PATENTS, and any and all foreigns, divisions, reissues, continuations and extensions thereof, and all rights of ASSIGNOR associated therewith, including the right to sue for and collect damages by reason of past infringements of the PATENTS. ASSIGNOR further assigns to ASSIGNEE its right to claim priority and other rights deriving from any patent applications of the PATENTS by virtue of international convention, treaty, or otherwise. The PATENTS and all other patents, patent applications, and inventions assigned hereby are to be held and enjoyed by ASSIGNEE for its use and benefit and by its successors and assigns for their use and benefit as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, transfer, and sale not been made.

2. ASSIGNEE shall have the right to file additional patent applications for the inventions assigned hereby in the United States and throughout the world, including, but not limited to, new applications and reissue applications based on said inventions, in the name of

ASSIGNEE, ASSIGNOR and/or the inventors of said inventions, and ASSIGNEE shall be the owner of all of ASSIGNOR's right, title and interest in and to any such applications and all letters patent that result therefrom. ASSIGNOR agrees to promptly assign and cause the inventors of said inventions to assign to ASSIGNEE all right, title and interest that ASSIGNOR or said inventors may possess in and to any such applications and all letters patent that result therefrom. ASSIGNEE shall have the right to claim priority deriving from any patent applications of the PATENTS by virtue of international convention, treaty, or otherwise for any such applications and all letters patent that result therefrom.

3. ASSIGNOR agrees that, upon request and without further compensation, but at no out-of-pocket expense to ASSIGNOR, ASSIGNOR and its legal representatives, successors and assigns will do all lawful acts, including, but not limited to, the execution of papers and assignments, the consultation with ASSIGNEE and its legal representatives, and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing any patent rights for the PATENTS and all inventions described in the PATENTS, or for perfecting, recording and maintaining title of ASSIGNEE and its successors and assigns, to the PATENTS and all patent applications for the inventions assigned hereby and all letters patent that result therefrom.

4. ASSIGNOR agrees to authorize and request all patent offices to issue all letters patent of the PATENTS and all patent applications for the inventions assigned hereby and all letters patent that result therefrom to ASSIGNEE and its successors and assigns, as assignee of the entire right, title and interest therein.

5. In consideration of the assignment and the other covenants and conditions set forth in this Patent Assignment Agreement, ASSIGNEE agrees to pay to ASSIGNOR the Purchase Price (as defined in the Asset Purchase Agreement, dated June 4, 2008, by and between ASSIGNOR and ASSIGNEE) upon execution by ASSIGNOR and delivery to ASSIGNEE of this Patent Assignment Agreement and said short form assignment.

6. ASSIGNOR represents and warrants as follows:

a. that ASSIGNOR has not granted and will not grant to others any rights inconsistent with the rights granted herein to ASSIGNEE;

b. that ASSIGNOR has not filed for or obtained any patents for any invention described in the PATENTS, other than those set forth in Schedule A and Schedule B attached hereto, and will not do so other than as requested by ASSIGNEE;

c. that ASSIGNOR has no presently existing contracts, commitments or arrangements with anyone other than ASSIGNEE for the purchase, use, license or development of all or any part of the PATENTS or the inventions assigned hereby, and that ASSIGNOR has the right to enter this Patent Assignment Agreement and to make the assignment set forth herein;

d. that no litigation, proceeding (administrative or otherwise), investigation or controversy involving the PATENTS or the inventions assigned hereby is pending before any court or governmental agency, other than the prosecution of any still pending patent application set forth in Schedule A and Schedule B attached hereto before the examiner in the patent office where pending, and that to the best of ASSIGNOR's knowledge no such litigation, proceeding, investigation or controversy is threatened or anticipated;

7. The entry date of this Patent Assignment Agreement is the date on which the last to sign party executes this Patent Assignment Agreement.

8. Nothing contained in this Patent Assignment Agreement shall be construed to place ASSIGNOR and ASSIGNEE in the relationship of partners, joint venturers or principal and agent, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

9. This Patent Assignment Agreement shall be binding upon and inure to the benefit of the successors, heirs, assigns, subsidiaries, related companies and principals of ASSIGNOR and ASSIGNEE.

10. Any provision of this Patent Assignment Agreement which in any way contravenes or is unenforceable under any law of a nation or state in which this Patent Assignment Agreement is to be enforced shall be deemed separable and not a part of this Patent Assignment Agreement and to that extent void, however, all remaining provision of this Patent Assignment Agreement shall be valid and in full force and effect.

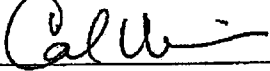
11. This Patent Assignment Agreement sets forth the entire agreement and understanding between ASSIGNOR and ASSIGNEE as to the subject matter described herein, and supersedes and merges all prior discussion, correspondence, negotiations and agreements between them relating thereto, both written and oral. No modification of this Patent Assignment Agreement or any provision thereof shall be binding unless in a writing signed by both ASSIGNOR and ASSIGNEE.

12. This Patent Assignment Agreement shall have worldwide effect, but shall be governed and interpreted in accordance with the law of the State of Delaware without recourse to conflict of laws.

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE have caused this Patent Assignment Agreement to be executed by their duly authorized representatives on the respective dates set forth below.

ASSIGNOR

Homestead Clinical Corporation

By: 

ASSIGNEE

Integrated Diagnostics, Inc.

By: _____
Leroy Hood, President and Secretary

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE have caused this Patent Assignment Agreement to be executed by their duly authorized representatives on the respective dates set forth below.

ASSIGNOR

Homestead Clinical Corporation

By: _____

ASSIGNEE

Integrated Diagnostics, Inc.

By: Leroy Hood
Leroy Hood, President and Secretary

SCHEDULE A

U.S. Patents

Country	Title	Application Number	Patent Number
		Filing Date	Issue Date
US	ORGAN-SPECIFIC PROTEINS AND METHODS OF THEIR USE	60/836986	
		08/09/06	
US	BREAST CANCER SPECIFIC PROTEINS AND METHODS OF THEIR USE	61/087,559	
		08/08/08	

SCHEDULE B

Foreign Patents

Country	Title	Application Number	Patent/Publication Number
		Filing Date	Issue/Publication Date
PCT	ORGAN-SPECIFIC PROTEINS AND METHODS OF THEIR USE	US2007/017868	WO2008/021290
		08/09/07	02/21/08