

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| Ronald T Kurnik | | 12/05/2008 |
| RECEIVING PARTY DATA | | |
| Name: | Roche Molecular Systems, Inc. | |
| Street Address: | 4300 Hacienda Drive | |
| City: | Pleasanton | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94588 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Application Number: | 12209912 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (925)225-1128 | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 925-730-8559 | |
| Email: | misty.mendiola@roche.com | |
| Correspondent Name: | Misty Mendiola | |
| Address Line 1: | 4300 Hacienda Drive | |
| Address Line 2: | Patent Law Department | |
| Address Line 4: | Pleasanton, CALIFORNIA 94588 | |
| ATTORNEY DOCKET NUMBER: | 25309-US | |
| NAME OF SUBMITTER: | Charles M. Doyle | |
| Total Attachments: 2 | | |
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PATENT
REEL: 022121 FRAME: 0549

ASSIGNMENT

WHEREAS, I, RONALD T. KURNIK, of Foster City, California, hereinafter referred to as ASSIGNOR, has invented certain new and useful improvements, which are described and claimed in an application, provisional or otherwise, for United States Letters Patent entitled

“REAL-TIME PCR ELBOW CALLING BY EQUATION-LESS ALGORITHM”

and identified by Serial No: 12/209,912 Filing Date: September 12, 2008

WHEREAS, ROCHE MOLECULAR SYSTEMS, INC. of 4300 Hacienda Drive, Pleasanton, California, 94588, a company organized under the Laws of the State of Delaware, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the said invention and application and in any Letters of Patent which may be granted on the same in the United States or in any foreign country.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred, and by these presents do sell, assign and transfer unto said ASSIGNEE, and ASSIGNEE'S successors and assigns, all right, title and interest in and to the said invention, said application(s), and any Letters of Patent which may hereafter be granted on the same in the United States or in any foreign country or countries, including any application claiming priority under 35 U.S.C. §119(e), divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations or extensions thereof, the said interest to be held and enjoyed by said ASSIGNEE as fully and exclusively as it would have been held and enjoyed by said ASSIGNOR had this assignment and transfer not been made, to the full end and term of any Letters Patent.

UPON said consideration, ASSIGNOR does hereby covenant and agree with the said ASSIGNEE that ASSIGNOR will not execute any writing or do any act whatsoever conflicting with these presents. ASSIGNOR further agrees that he will, without charge to said ASSIGNEE, but at ASSIGNEE'S expense, cooperate with ASSIGNEE in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, in enforcing any rights or choses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such

applications or patents and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties hereto.

IN TESTIMONY WHEREOF, this assignment has been executed by the ASSIGNOR:


RONALD T. KURNIK

December 5, 2008
Date

State of California
County of Alameda

On Dec 5, 2008 before me, MISTY MENDIOLA, Notary Public of the State of California, personally appeared RONALD T. KURNIK, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

