

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| Lamorris Loftin | | 12/02/2008 |
| RECEIVING PARTY DATA | | |
| Name: | The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention | |
| Street Address: | 4770 Buford Highway, MS K-79 | |
| Internal Address: | Technology Transfer Office | |
| City: | Atlanta | |
| State/Country: | GEORGIA | |
| Postal Code: | 30341 | |
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | |
| Application Number: | 60772806 | |
| PCT Number: | US0703646 | |
| Application Number: | 12191186 | |
| CORRESPONDENCE DATA | | |
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| ATTORNEY DOCKET NUMBER: | 6395-70490-03 | |
| NAME OF SUBMITTER: | Ian J. Griswold | |

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REEL: 022345 FRAME: 0739

Total Attachments: 2
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ASSIGNMENT

I, the below identified inventor, Lamorris Loftin, of Philadelphia, Pennsylvania, (hereinafter referred to as "Assignor"), voluntarily and in consideration of the obligation and promise of the Assignee to distribute any royalties that might be earned as the result of licensing the invention claimed herein to me in accordance with the policies and procedures for such distribution of royalties by the Assignee, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, transfer, set over and assign unto:

ASSIGNEE: THE GOVERNMENT OF THE UNITED STATES OF AMERICA AS REPRESENTED BY THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR DISEASE CONTROL AND PREVENTION

Assignee Address: Technology Transfer Office
4770 Buford Highway; MS K-79
Atlanta, GA 30341
United States of America

and Assignee's successors, assigns, or nominees, all of my full and entire right, title and interest, in all countries throughout the world, including the rights to claim convention priority, in and to the following applications, and any and all inventions disclosed in PRIMERS AND PROBES FOR DETECTION AND DISCRIMINATION OF TYPES AND SUBTYPES OF INFLUENZA VIRUSES and by any other patent application filed on said inventions, whether or not claiming priority thereon, and any continuation, continuation in part, division, renewal, extension or substitute thereof, and as to letters patent and any reissue or re-examination thereof, as fully and entirely as same would have been held by me had this assignment not been made, and request all officials of any country or countries whose duty it is to issue letters patent to issue said letters patent in the name of Assignee. This is an Assignment of the following rights, title and interest:

- ☒ United States of America rights, title and interest in the invention.
- ☒ Foreign rights, title and interest in the invention.
- ☒ U.S. Provisional Patent Application Serial No. 60/772,806 filed on February 13, 2006.
- ☒ International PCT Patent Application Serial No. PCT/US2007/003646 filed on February 12, 2007.
- ☒ U.S. Patent Application Serial No. 12/191,186 filed on August 13, 2008.

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

Assignor agrees to promptly provide Assignee, at its request, with all pertinent facts and documents relating to said invention and said application and all other patent applications to be filed thereon, and any letters patent issuing thereon, as may be known or accessible, and will

testify, at Assignee's expense, as to the same in any interference, litigation or proceeding related thereto.

Assignor also agrees to 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 invention, said application, and any other patent application filed on said invention, whether or not claiming priority thereon, and any letters patent issuing thereon, and any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof, which may be necessary or desirable to carry out the purposes thereof.

Assignor also hereby grants the Assignee the power to insert on this Assignment any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent & Trademark Office, for submitting and recording this Assignment.

IN TESTIMONY WHEREOF, Assignor has signed their name on the date indicated.

Dated: 12/2/08

Lamorris Loftin
Lamorris Loftin

STATE OF Pennsylvania
COUNTY OF Philadelphia ss.

This 2 day of December, 2008, before me personally came the above-named Lamorris Loftin, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

Margaret Kenble
Notary Public for Philadelphia
My commission expires:

[SEAL]

