

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Scot R. Weinberger</td><td>03/09/2009</td></tr><tr><td>Bruce J. Richardson</td><td>03/11/2009</td></tr><tr><td>Darryl J. Bornhop</td><td>03/17/2009</td></tr></tbody></table>		Name	Execution Date	Scot R. Weinberger	03/09/2009	Bruce J. Richardson	03/11/2009	Darryl J. Bornhop	03/17/2009		
Name	Execution Date										
Scot R. Weinberger	03/09/2009										
Bruce J. Richardson	03/11/2009										
Darryl J. Bornhop	03/17/2009										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Molecular Sensing, Inc.</td></tr><tr><td>Street Address:</td><td>1409 Main Street</td></tr><tr><td>City:</td><td>Montara</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94037</td></tr></table>		Name:	Molecular Sensing, Inc.	Street Address:	1409 Main Street	City:	Montara	State/Country:	CALIFORNIA	Postal Code:	94037
Name:	Molecular Sensing, Inc.										
Street Address:	1409 Main Street										
City:	Montara										
State/Country:	CALIFORNIA										
Postal Code:	94037										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12331354</td></tr></tbody></table>		Property Type	Number	Application Number:	12331354						
Property Type	Number										
Application Number:	12331354										
CORRESPONDENCE DATA											
Fax Number: (650)493-6811 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 650-493-9300											
Email: akinsey@wsgr.com											
Correspondent Name: Adam Kinsey											
Address Line 1: 650 Page Mill Road											
Address Line 4: Palo Alto, CALIFORNIA 94304-1050											
ATTORNEY DOCKET NUMBER:	36413-701.201										
NAME OF SUBMITTER:	Linda Anders										
Total Attachments: 2 source=36413-701-201-assignment#page1.tif source=36413-701-201-assignment#page2.tif											

CH \$40.00 12331354

500826843

PATENT
REEL: 022504 FRAME: 0469

WHEREAS, the undersigned:

Scot R. Weinberger
Montara, California

Bruce J. Richardson
Santa Cruz, California

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

TEMPERATURE-STABLE INTERFEROMETER

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 12/331,354 was filed on December 9, 2008 in the United States Patent Office;
☐ for which Application No. was filed on in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. was filed on in the Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on , as U.S. Patent No.

(hereinafter "Application(s)").

WHEREAS, Molecular Sensing, Inc., a corporation of the State OR Commonwealth of California, having a place of business at 1409 Main Street, Montara, CA 94037, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3-9-09

Scot R. Weinberger

Date: 3/11/09

Bruce J. Richardson

Date: 3/17/09

Darryl J. Bornhop

Date:

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 3-20-09

By: ATR

Name:

Title: Scot R. Weinberger, President, CEO

WHEREAS, the undersigned:

Darryl J. Bornhop
Nashville, Tennessee

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

TEMPERATURE-STABLE INTERFEROMETER

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 12/331,354 was filed on December 9, 2008 in the United States Patent Office;
☐ for which Application No. was filed on in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. was filed on in the Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on , as U.S. Patent No.

(hereinafter "Application(s)").

WHEREAS, Vanderbilt University, a university of the state of Tennessee, having a place of business 1207 17th Avenue, South, Suite 105, Office of Technology Transfer and Enterprise Development, Nashville, Tennessee 37212, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3/17/09


Darryl J. Bornhop

Date:

Date:

Date:

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 3-20-09

By: 

Name:

Title: Scott R. Weinberger, President, CEO