

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MDRNA, Inc.	01/14/2009
RECEIVING PARTY DATA	
Name:	Steven C. Quay
Street Address:	4101 E. Madison Street
Internal Address:	Suite 320
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6689073
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	654939300
Email:	alygas@wsgr.com, mhostetler@wsgr.com
Correspondent Name:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	38602-000
NAME OF SUBMITTER:	Michael J. Hostetler
<p>Total Attachments: 13</p> <p>source=MDRNA-QuayPatentAssignmentAgreement-1-14-09#page1.tif</p> <p>source=MDRNA-QuayPatentAssignmentAgreement-1-14-09#page2.tif</p> <p>source=MDRNA-QuayPatentAssignmentAgreement-1-14-09#page3.tif</p>	

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is made and entered into this 14th day of January, 2009 (the "Effective Date"), by and between MDRNA, Inc., a corporation organized under the laws of the state of Delaware ("Assignor"), and Steven C. Quay M.D., Ph.D., a natural person residing in the state of Washington ("Assignee"), (Assignor and Assignee hereafter each alternatively referred to individually as a "Party" and collectively as the "Parties")

WITNESSETH

WHEREAS, Assignor is the owner of certain issued patents, pending patent applications and related rights throughout the world, all as more specifically described in Exhibit A attached hereto (the "Patent Rights");

WHEREAS, in connection with the conception, reduction to practice, preparation of patent applications for, and prosecution of the Patent Rights, Assignor (or its authorized licensees) has authored or otherwise prepared certain documents, machine-readable files and other tangible materials more specifically described in Exhibit A (the "Patent Related Information");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to have assigned to it, all of Assignor's right, title and interest in, to and under the Patent Rights, as well as (i) the copyright (the "Copyright") in the Patent Related Information throughout the world, and the trade secret rights, if any, in those aspects of the Patent Related Information that have not been publicly disclosed or disclosed to third parties without restrictions on use or further disclosure (collectively, the "Trade Secrets").

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Patent Rights.

(A) Assignment. Subject to the terms and conditions of this Agreement and for the consideration described in Section 2 below, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby takes an assignment of, all of Assignor's right, title and interest in, to and under the Patent Rights, Copyrights, Trade Secrets and Patent Related Information. In furtherance thereof, Assignor shall from time-to-time hereafter execute and deliver to Assignee such assignments and documents as Assignee may request in accordance with Section 3 below.

(B) Warranties of Assignor. Assignor warrants that (i) it is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of Delaware and has the power, authority, and capacity to enter into this Agreement and to carry out its terms, and (ii) it has all necessary corporate authority and approvals to enter into and perform its obligations under this Agreement and that such performance does not violate any other agreement or understanding to which Assignor is a party or by which it may be bound.

EXCEPT AS SO WARRANTED, THE PATENTS, COPYRIGHTS, TRADE SECRETS AND PATENT RELATED INFORMATION ARE SOLD "AS IS, WHERE IS," AND ASSIGNOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES ABOUT THE PATENTS, COPYRIGHTS, TRADE SECRETS OR PATENT RELATED INFORMATION, AND HEREBY EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, VALIDITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(C) Warranties of Assignee. Assignee warrants that he has all necessary power, authority, capacity and approvals to enter into and perform this Agreement and that such performance does not violate any other agreement or understanding to which Assignee is a party or by which it may be bound.

(D) Prosecution, Maintenance, Enforcement and Defense. Assignee shall, at his sole cost and expense, be solely responsible for the prosecution, maintenance, enforcement and defense of the Patent Rights and Copyrights, and the protection of the Trade Secrets, after the Effective Date.

(E) Copies. Assignor covenants and agrees that, not later than ten (10) days after the Effective Date, Assignor shall deliver to Assignee copies of all Patent Related Information.

2. Consideration and Payment. In consideration of Assignor's assignment of the Patent Rights, Copyrights, Trade Secrets and Patent Related Information to Assignee, Assignee shall pay to Assignor ten U.S. dollars (\$10.00), and, in addition thereto, Assignee hereby assumes and agrees to perform any and all liabilities and obligations of Assignor under the Patent Rights, Copyrights and Trade Secrets and Patent Related Information.

3. Continuing Assistance. Assignor hereby further agrees that at any time after the Effective Date, Assignor shall, promptly upon the request and at the sole cost and expense of Assignee, (i) itself execute and deliver to Assignee, and cause the inventors of the Patent Rights to execute and deliver to Assignee, all documents reasonably requested by Assignee (including, without limitation, a form of patent assignment intended for filing with the United States Patent and Trademark Office, the World Intellectual Property Organization, the European Patent Office and any comparable office, department, agency or other governmental or quasi-governmental entity in any other jurisdiction throughout the world), and (ii) itself perform any other lawful acts reasonably requested by Assignee in order to (a) effectuate the assignment of the Patent Rights, Copyrights, Trade Secrets and Patent Related Information to Assignee hereunder, (b) fully vest title thereto in Assignee, and (c) prepare, prosecute, procure, maintain, enforce and defend the Patent Rights and Copyrights throughout the world.

4. Miscellaneous.

(A) Confidentiality and Public Disclosure. Except as required by law, the Parties shall keep the terms and conditions of this Agreement and the Patent Related Information confidential, and no public statements concerning the existence or terms of this Agreement shall be made or released in any medium without the prior approval of both Parties.

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(B) Exceptions. Notwithstanding anything else in this Agreement to the contrary:

(i) Each Party hereto (and each employee, representative, or other agent of any Party) may disclose to any and all persons, without limitation of any kind, the income tax treatment and income tax structure of any and all transaction(s) contemplated herein and all materials of any kind (including opinions or other tax analyses) that are or have been provided to any Party (or to any employee, representative, or other agent of any party) relating to such tax treatment or tax structure, provided, however, that this authorization of disclosure shall not apply to restrictions reasonably necessary to comply with applicable laws. For the purposes of the foregoing sentence, (i) the "tax treatment" of a transaction means the purported or claimed federal income tax treatment of the transaction under the laws of the United States, and (ii) the "tax structure" of a transaction means any fact that may be relevant to understanding the purported or claimed federal income tax treatment of the transaction under the laws of the United States. This authorization of disclosure is retroactively effective immediately upon commencement of the first discussions regarding the transactions contemplated herein, and the Parties aver and affirm that this tax disclosure authorization has been given on a date which is no later than thirty (30) days from the first day that any Party hereto (or any employee, representative, or other agent of any party hereto) first made or provided a statement as to the potential tax consequences that may result from the transactions contemplated hereby.

(ii) For so long as Assignor is a reporting company under the Securities Exchange Act of 1934, as amended, Assignor may make any public announcements regarding the execution, delivery, performance or terms of this Agreement or the Patent Related Information that Assignor determines, in its sole reasonable discretion, are necessary or appropriate in light of its status as a public reporting company.

(C) Limitation of Liability. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSSES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY ALLEGED OR ACTUAL BREACH HEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(D) Partial Invalidity. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect hereunder, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity provided that such modification does not materially detract from the rights and benefits, or materially increase the obligations, of either Party hereunder.

(E) No Waiver. The failure of either Party to partially or fully exercise any right, or the waiver by either Party of any breach, hereunder shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

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(F) No Assignment. Neither Party shall assign this Agreement or any of its rights or obligations under this Agreement to any other entity or person without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that Assignor may assign this Agreement and all of its rights and obligations under this Agreement to an affiliate that controls, is controlled by, or is under common control with, Assignor, or in connection with a sale of all or substantially all of its assets relating to this Agreement or in connection with a merger from which Assignor is not the surviving entity. For purposes hereof, the word "control" and its corollaries shall mean the ownership or control of a majority of the voting securities of a corporation or other legal entity, or any other ability to control, whether through contract or other means, the direction and management of a person or legal entity. Notwithstanding the foregoing, and for the avoidance of doubt, nothing herein shall be construed as limiting the ability of Assignee to sell, assign, license, sublicense, encumber or otherwise transfer its right, title and interest in and to the Patent Rights, the Patent Related Information, the Copyrights and the Trade Secrets.

(G) Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (i) on the delivery date if delivered personally to the Party to whom the same is directed; or (ii) two (2) business days after deposit with a commercial overnight carrier, with written verification of receipt, to the address of the Party to whom the same is directed as set forth below.

If to Assignor:

MDRNA, Inc.
3830 Monte Villa Parkway
Bothell, Washington 98021
Attn: J. Michael French
Title: President and CEO
Tel: 425-908-3600
Email: jmfrench@mdrnainc.com

If to Assignee:

Steven C. Quay, M.D., Ph.D.
4101 E. Madison Street, Suite 320
Seattle, Washington 98112
Tel: 206-325-6086
Email: steven.c.quay@gmail.com

(H) Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes all prior negotiations, understandings and agreements between the Parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by a writing signed by both Parties.

(I) Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington, without regard to principles of conflict of laws. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder in the appropriate federal courts in the County of King, State of Washington, U.S.A.

(J) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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(K) Remedies. To the extent permitted by applicable law, the rights and remedies of the Parties provided under this Agreement are cumulative, and in addition to any other rights and remedies of the Parties at law or equity.

(L) Headings. The headings of the several Sections of this Agreement are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(M) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and each of their authorized successors and assigns.

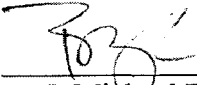
(N) No Agency or Joint Venture. The Parties agree and acknowledge that the relationship of the Parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture and neither Party is the other's agent, partner, employee, or representative.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

MDRNA, INC.

By: , CFO, for J. M. French
Name: J. Michael French
Title: President and CEO

STEVEN C. QUAY, M.D., PH.D.




EXHIBIT A

Patent Rights and Patent Related Information

The Patent Rights consist of certain inventions more specifically described in the following patents and pending patent applications filed with the United States Patent and Trademark Office and other foreign patent offices:

WWKMN Ref. (TTC Ref. No.) Country	Title	Inventor(s) Priority	Application Number Filing Date	Patent Number Issue Date Due:
ATOS-0003 US (020424-000100US)	Methods and Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay	08/709,207 08/27/96	5,798,266 08/25/98 11.5 Yr MF-February 25, 2010
ATOS-0005 Australia (020424-000100AU)	Methods and Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (claims priority to ATOS-0004 and ATOS- 00003)	40850/97 08/22/97	740,160 13 th Yr MF-August 22, 2009
ATOS-0006 Canada (020424-000100CA)	Methods and Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (claims priority to ATOS-0004 and ATOS- 00003)	2,264,277 08/22/97	2,264,277 04/15/2008 13 th Yr MF-August 22, 2009

WWKMN Ref. (TTC Ref. No.) Country	Title	Inventor(s) Priority	Application Number Filing Date	Patent Number Issue Date Due:
ATOS-0007 European (020424-000100EP)	Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (claims priority to ATOS-0004 and ATOS-00003)	97938551.5 08/22/97 Notice of Intent to Grant EU Validation- November 8, 2008	EP 0932699 January 8, 2009-2 Month Further Processing Request
ATOS-0025 Hong Kong (020424-000100HK)	Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (claims priority to ATOS-0004 and ATOS-00003)	00100654.7 08/22/97	13 th Yr MF-August 22, 2009
ATOS-0026 Japan (020424-000100JP)	Methods and Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (claims priority to ATOS-0004 and ATOS-00003)	10-511772 03/01/99	Abandoned in Favor of CYTC-11-0407
ATOS-0027 US (020424-000110US)	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (CIP of ATOS-0003)	09/027,362 02/20/98	6,287,521 B1 09/11/01 7.5 Yr MF-March 11, 2009

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WWKMN Ref. (TTC Ref. No.) Country	Title	Inventor(s) Priority	Application Number Filing Date	Patent Number Issue Date Due:
ATOS-0028 US (020424-000120US)	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (Cont. of ATOS-0027 which is a CIP of ATOS-0003)	09/435,131 11/05/99	Abandoned
ATOS-0040 US	Devices and Methods for Obtaining Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay (Utility filing of ATOS- 0030 and ATOS-0033)	10/002,540 11/13/01	6,887,210 05/03/2005
ATOS-0041 US	Methods and Devices for Collecting, Handling and Processing Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay (Utility filing of ATOS- 0030 and ATOS-0033)	10/001,041 11/13/01	6,689,073 02/10/2004

WWKMN Ref. (TTC Ref. No.) Country	Title	Inventor(s) Priority	Application Number Filing Date	Patent Number Issue Date Due:
ATOS-0042 PCT	Methods and Devices for Collecting, Handling and Processing Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay (foreign filing of ATOS- 0030 and ATOS -0033 both filed 11/13/00)	PCT/US01/46032 11/13/01 Publication No. WO 02/38032 A2 on May 16, 2002	
ATOS-0043 Australia	Methods and Kits for Obtaining and Assaying Mammary Fluid Samples for Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (Divisional of ATOS- 0005 which claims priority to ATOS-0004 and ATOS-0003)	14725/02 01/31/02	781,187 13 th Yr MF- August 22, 2009
ATOS-0070 U.S. Utility	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay Debra L. Quay (Cont. of ATOS-0028, which is a cont. of ATOS-0027, which is a CIP of ATOS-0003)	10/404,866 Filed 3/31/03	7,128,877 10/31/2006
US	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including	Steven C. Quay	11/116,961 04/27/2005	

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	Cancer				
JP	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer		2003-343663 03/24/2004		
CA	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer		2,427,967 08/22/1997	2,427,967 8 th Yr MF – November 13, 2008	
EP	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay	01993422.3 11/13/2001		
JP	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay	11/13/2001	4,050,612 10 th Yr MF – November 13, 2008	

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AU	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay	2002-227163 11/13/2001	8 th Yr MF – November 13, 2008
HK	Methods and Devices for Obtaining and Assaying Mammary Fluid Samples for Evaluating Breast Diseases, Including Cancer	Steven C. Quay	03105927.4 11/13/2001	9 th Yr MF – August 19, 2009

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together with all foreign equivalents thereof, any and all divisions, continuations, continuations-in-part, substitutes and renewals thereof, and all Letters Patent of the United States and foreign equivalents thereof which may be granted thereon, and all extensions, renewals, reissues and re-examinations thereof, and all chooses in action which may be based thereon, and all rights to claim and contest priority on the basis of any such applications.

The Patent Related Information consists of the following: the file wrapper, prosecution history, and any correspondence related thereto for each patent and patent application included in the Patent Rights.

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