

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMGEN INC.	11/02/2009
RECEIVING PARTY DATA	
Name:	Etaluma, Inc.
Street Address:	1914 Palomar Oaks Way, Suite 150
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11627259
CORRESPONDENCE DATA	
Fax Number:	(805)499-8011
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	805/447-2677
Email:	ndiamond@amgen.com
Correspondent Name:	Amgen Inc./Nisan A. Steinberg
Address Line 1:	One Amgen Center Drive
Address Line 2:	U.S. Patent Operations/M/S 28-2-C
Address Line 4:	Thousand Oaks, CALIFORNIA 91320-1799
ATTORNEY DOCKET NUMBER:	A-1227-US-NP
NAME OF SUBMITTER:	Nola J. Diamond
Total Attachments: 7 source=A-1227-US-NP-Assignment110209#page1.tif source=A-1227-US-NP-Assignment110209#page2.tif source=A-1227-US-NP-Assignment110209#page3.tif source=A-1227-US-NP-Assignment110209#page4.tif	

CH \$40.00 11627259

501004035

PATENT  
REEL: 023457 FRAME: 0487

source=A-1227-US-NP-Assignment110209#page5.tif  
source=A-1227-US-NP-Assignment110209#page6.tif  
source=A-1227-US-NP-Assignment110209#page7.tif

## ASSIGNMENT

Whereas AMGEN INC., ("Amgen") a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799, by virtue of an assignment attached hereto as Exhibit A, owns the entire right, title, and interest in the invention which is the subject of an application for Letters Patent of the United States ("Application") entitled *Apparatus and Method for Interleaving Detection of Fluorescence and Luminescence*, and given the U. S. Application Serial No. 11/627,259, filed on January 25, 2007, for which Brian Rasnow, 1000 S. Ventu Park Road, Newbury Park, CA 91320, and Chuck Z. Li, 4563 Calle Norte, Thousand Oaks, CA 91320-6817, are the inventors;

Whereas, Etaluma, Inc., a California corporation, having its principal place of business at 1914 Palomar Oaks Way, Suite 150, Carlsbad, California 92008 ("Etaluma") is to retain all rights, title, and interest in the subject invention by virtue of the Amgen Inc./Etaluma, Inc. License and Assignment Agreement, and wishes to acquire all rights, title, and interest in the subject invention from Amgen Inc.

Now, therefore, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Amgen hereby sells, assigns, transfers and sets over unto Etaluma, its successors and assigns its entire right, title and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Etaluma for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Amgen had this assignment and sale not been made.

Amgen authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to Etaluma as assignee of the entire right, title and interest therein and thereto.

For Amgen and for its legal representatives, Amgen covenants and agrees with Etaluma that it has not granted to any others any license to make, use or sell any of such inventions, that our right title and interest in such inventions has not been encumbered, that it has good right and title to sell and assign the same, and that it will not execute any instrument in conflict herewith.

For Amgen and for its heirs, successors and legal representatives, it further covenants and agrees with Etaluma that upon request it and they will: (i) execute continuing, divisional or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to Etaluma any facts known to Amgen or Etaluma relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigations; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Etaluma, may be necessary or desirable to secure the grant of Letters Patent to Etaluma or its nominees, in the United States and in all other countries where Etaluma may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by

counsel for Etaluma and to vest and confirm in Etaluma or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of Etaluma.

In Witness Whereof I have executed this assignment on the 2<sup>nd</sup> day of November 2009

AMGEN INC.

By: Stuart L. Watt  
Stuart L. Watt

Its: Vice President, Law

UNITED STATES OF AMERICA

State of California }  
County of Ventura } ss:

November 2 2009

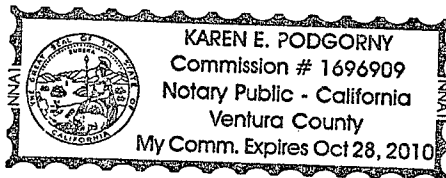
Before me, a Notary Public for Ventura County, State of California, personally appeared

Stuart L. Watt

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/she executed the same in his/her authorized capacity, and that by his/her 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.



Karen Podgorny  
Notary Public  
My commission expires  
November October 28 2010

Please send all future correspondence to:

Brian Rasnow, Ph.D.  
Chief Scientist & Co-Founder  
Etaluma, Inc.  
1914 Palomar Oaks Way, Suite 150  
Carlsbad, CA 92008



EXHIBIT A

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 28, 2007

PTAS

**\*500248458A\***

AMGEN INC., NISAN A. STEINBERG  
ONE AMGEN CENTER DRIVE  
PATENT OPERATIONS, M/S 28-2-C  
THOUSAND OAKS, CA 91320-1799

**\*500248458A\***

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/28/2007

REEL/FRAME: 019080/0162 ✓  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: A-1227-US-NP ✓

ASSIGNOR:  
RASNOW, BRIAN

DOC DATE: 03/28/2007 .

ASSIGNOR:  
LI, CHUCK Z.

DOC DATE: 03/28/2007

ASSIGNEE:  
AMGEN INC.  
ONE AMGEN CENTER DRIVE  
PATENT OPERATIONS, M/S 28-2-C  
THOUSAND OAKS, CALIFORNIA  
91320-  
1799

019080/0162 PAGE 2

SERIAL NUMBER: 11627259 ✓

FILING DATE: 01/25/2007 ✓

PATENT NUMBER:

ISSUE DATE:

TITLE: APPARATUS AND METHOD FOR INTERLEAVING DETECTION OF FLUORESCENCE AND  
LUMINESCENCE ✓

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

ASSIGNMENT

Whereas, we, Brian RASNOW, 1000 S. Ventu Park Road, Newbury Park, CA 91320

Chuck Z. LI, 2133 Laurelwood Drive, Thousand Oaks, CA 91362

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

APPARATUS AND METHOD FOR INTERLEAVING DETECTION OF FLUORESCENCE AND LUMINESCENCE

which is found in:

- ☐ (a) the US Patent Application executed on even date herewith; which claims the benefit of US Provisional Application No. \_\_\_\_\_ filed \_\_\_\_\_.
- ☐ (b) the US Patent Application executed on \_\_\_\_\_ [which claims the benefit of US Provisional Application No. \_\_\_\_\_ filed \_\_\_\_\_.]
- ☒ (c) US Application Serial No.: 11/627,259 filed on January 25, 2007
- ☐ (d) US Patent No.: \_\_\_\_\_

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799, wishes to acquire the entire interest in all inventions disclosed in such Application:

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") our entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, we hereby sell, assign, transfer, and set over unto AMGEN our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by us or at our direction or deposited on our behalf by Amgen, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

We authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to AMGEN as assignee of the entire right, title and interest therein and thereto.

For ourselves and for our legal representatives, we covenant and agree with AMGEN that we have not granted to any others any license to make, use or sell any of such inventions, that our right title and interest in such inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with AMGEN that upon request we and they will: (i) execute continuing, divisional or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigations; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of AMGEN.

In Witness Whereof I have executed this assignment on the

28 day of March 2007

Brian RASNOW  
(Name of Inventor)

[Signature]  
(Signature of Inventor)

# UNITED STATES OF AMERICA

State of California

County of Ventura

ss:

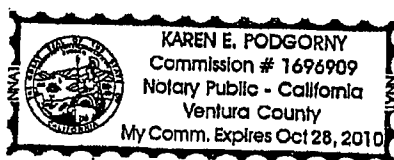
March 28 2007

Before me, a Notary Public for Ventura County, State of California, personally appeared

Brian Rasnow

☐ personally known to me - OR - ☒ 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Karen E. Podgorny  
Notary Public

My commission expires

Oct 28 2010



...In Witness Whereof I have executed this assignment on the 28 day of March 2007

Chuck Z. Li  
(Name of Inventor)

[Signature]  
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California  
County of Ventura

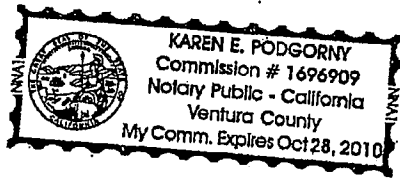
ss:

March 28 2007

Before me, a Notary Public for Ventura County, State of California, personally appeared  
Chuck Z. Li

☐ personally known to me - OR - ☒ 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Karen E. Podgorny  
Notary Public

My commission expires

Oct 28 2010