

04-15-2010

REC



103594700

To the Director of the U.S. Patent and Trademark Office

or the new address(es) below.

1. Name of conveying party(ies)

Stanley Osher; Bing Dong; Barry Lynn Merriman

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Osher: 3/25/10; Dong: 4/8/10, Merriman: 4/6/10

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Level Set Systems, Inc.

Internal Address: _____

Street Address: 1058 Embury Street

City: Palisades

State: CA

Country: USA

Zip: 90272

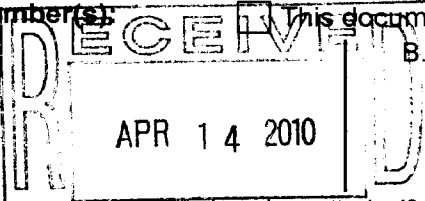
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s)

A. Patent Application No. (s)

12/729,147

B. Patent No. (s)



Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Stanley Osher

Internal Address: c/o Level Set Systems, Inc.

Street Address: 1058 Embury Street

City: Palisades

State: CA Zip: 90272

Phone Number: 310-573-9339

Fax Number: _____

Email Address: ilevels310@earthlink.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

04/14/2010 NJAMA1 00000034 12729147
Authorized User Name _____
01 FC:8021

40.00 DP

9. Signature:

Signature

4/8/2010
Date

Che-Yang Chen

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, Stanley Osher, Bin Dong, and Barry Lynn Merriman (hereinafter referred to collectively as “ASSIGNORS”) has invented certain new and useful improvements disclosed in the following patent application:

Utility Patent Application No. 12/729,147 entitled, “**METHOD AND APPARATUS FOR IMAGE PROCESSING FOR MASSIVE PARALLEL DNA SEQUENCING**” filed on March 22, 2010.

WHEREAS, the above-referenced patent application and said improvements disclosed therein are together referred to as PATENT APPLICATION;

WHEREAS, Stanley Osher, a United States citizen residing in Pacific Palisades, California USA may have certain right, title or interest in this PATENT APPLICATION

WHEREAS, Bin Dong, a citizen of China, residing in La Jolla, California USA may have certain right, title or interest in this PATENT APPLICATION

WHEREAS, Barry Lynn Merriman, a United States citizen residing in Carlsbad, California USA may have certain right, title or interest in this PATENT APPLICATION

AND WHEREAS, Level Set Systems, Inc. (hereinafter “ASSIGNEE), a California Corporation, having its principal place of business at 1058 Embury Street, Pacific Palisades, California USA, wishes to acquire entire right, title and interest in and to these PATENT APPLICATION and said improvements, as well as the right of action and all other rights, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and to collect reasonable royalties based on the provisional rights thereof;

NOW THEREFORE, in the receipt of valuable consideration which is hereby acknowledged, ASSIGNORS do hereby sell, assign and set over to ASSIGNEE:

(i) the entire right, title and interest in and to the PATENT APPLICATION and said improvements (any ordinary, divisional, continuation, continuation-in-part and relevant international counterparts), that ASSIGNORS has or may have, and patent applications claiming priority therefrom, including but not limited to all ordinary, divisions, continuations and continuations-in-part thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor’s certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, including but not limited to all ordinaries, divisions, continuations and continuations-in-part thereof, and all patents,

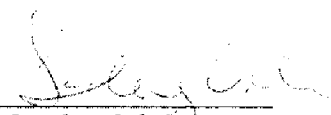
including but not limited to, extensions, renewals, substitutes and reissues, granted for said improvements in any foreign countries; and

(ii) any and all claims and demands that ASSIGNORS may have against any firm, person or corporation relating to the PATENT APPLICATION including but not limited to, any claim of infringement or claim of provisional rights, whether heretofore or hereafter accrued, together with the right to retain for ASSIGNEE any and all sums that ASSIGNEE may obtain or recover as a result of the assertion or enforcement of any such claim or demand; and

ASSIGNORS hereby authorize and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

IN TESTIMONY WHEREOF, I hereunto set my hand on the date given below.


Stanley Osher

Date: 3/29/10

Bin Dong

Date: _____

Barry Lynn Merriman

Date: _____

including but not limited to, extensions, renewals, substitutes and reissues, granted for said improvements in any foreign countries; and

(ii) any and all claims and demands that ASSIGNORS may have against any firm, person or corporation relating to the PATENT APPLICATION including but not limited to, any claim of infringement or claim of provisional rights, whether heretofore or hereafter accrued, together with the right to retain for ASSIGNEE any and all sums that ASSIGNEE may obtain or recover as a result of the assertion or enforcement of any such claim or demand; and

ASSIGNORS hereby authorize and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

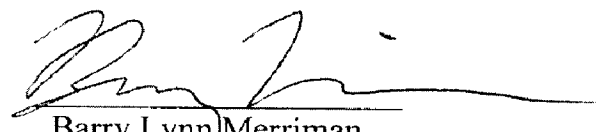
IN TESTIMONY WHEREOF, I hereunto set my hand on the date given below.

Stanley Osher

Date: _____


Bin Dong

Date: 04/08/2010


Barry Lynn Merriman

Date: APRIL 6, 2010