

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
University of Basel	09/10/2009
University of Zurich	08/25/2009

RECEIVING PARTY DATA

Name:	Heath Research, Inc.
Street Address:	Riverview Center
Internal Address:	150 Broadway, Suite 560
City:	Menands
State/Country:	NEW YORK
Postal Code:	12204-2719

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	11872842
Application Number:	12013309
Patent Number:	7718356
Patent Number:	7709191
Patent Number:	7344830
Patent Number:	7294458
Patent Number:	6727060

CORRESPONDENCE DATA

Fax Number: (212)588-0500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dlu@flhlaw.com
 Correspondent Name: Deborah L. Lu
 Address Line 1: Frommer Lawrence and Haug LLP
 Address Line 2: 745 Fifth Avenue

OP \$280.00 11872842

Address Line 4: New York, NEW YORK 10151

ATTORNEY DOCKET NUMBER:

454311-1000

NAME OF SUBMITTER:

Deborah L. Lu

Total Attachments: 47

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PATENT

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as of July 01, 2009 by and among Health Research, Inc., a New York not-for-profit corporation with offices at Riverview Center, 150 Broadway, Suite 560, Menands, New York 12204-2719 ("Assignee"), and the University of Basel, a not-for-profit university organized under the laws of Switzerland, with offices at Petersplatz 1, Basel, Switzerland CH-4003 ("University of Basel"), the University of Zurich, a not-for-profit university organized under the laws of Switzerland, with offices at Rämistrasse 71, Zurich, Switzerland CH-8006 ("University of Zurich," collectively with Basel as the "Assignor"), Thomas Klimkait, a natural person, residing at Am Stammbachgraben 11, 79539 Loerrach, Germany ("Klimkait"), and Prof. Dr. sc. techn. Bruno Ledergerber, a natural person, residing at Haldenstrasse 10, 8427 Rorbas, Switzerland ("Ledergerber," collectively with Klimkait, as the "Inventors"). Assignor, Assignee and the Inventors are referred to hereinafter individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignee owns a number of national and international patents and patent applications, including PCT Patent Publication WO07/084568 ("the PCT Application") and has spent considerable amounts of time and money in developing, filing and prosecuting said patents and applications;

WHEREAS, the Assignor, Assignee and the Inventors have spent considerable amounts of time and scientific knowledge in developing, testing and sharing with Assignor's scientists technology incorporated in the above-mentioned patent application and therefore have contested the inventorship of certain claims in the PCT Application;

WHEREAS, the Inventors confirm that the Assignor owns all right, title and interest in the Purchased Intellectual Property (defined below);

WHEREAS, the Assignors have decided to enter into a formal agreement assigning to Assignee any and all right, title and interests the Assignor has in the Purchased Intellectual Property (defined below); and

WHEREAS, the Assignee undertakes to devote resources to prosecuting the Contested Subject Matter (defined below) on behalf of the Assignor and the Inventors.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1. "Contested Subject Matter" means the subject matter of claims 5, 19, 21 and 22 in the PCT Application.

1.2. "Fiscal Year" means the 12-month fiscal year of the Assignee, which currently ends on March 31.

1.3. "HRI Patents" means U.S. Patent Nos. 7,344,830; 7,294,458; and 6,727,060.

1.4. "License Agreement" means any agreement where Assignee grants a third party a license to any patent in the Philpott, Burger & Weiser Portfolio.

1.5. "Net Royalty Revenue" means all shares of sales, profits or revenues received by Assignee under a License Agreement in direct consideration for a license granted therein, including all up-front payments and milestone payments, and specifically excluding all reimbursements, including reimbursements for prosecuting intellectual property, and payments for goods and services paid to Assignee under such a License Agreement.

1.6. "Payment Term" means the period beginning on the date that the first patent in the Philpott, Burger & Weiser Portfolio which contains Contested Subject Matter is issued worldwide and ending on the date that the last License Agreement expires.

1.7. "Philpott, Burger & Weiser Portfolio" means the (i) PCT Application; (ii) HRI Patents; and (iii) all divisions, continuations, continuation-in-part, reissues, re-examinations and extensions of any patent or application that claims priority to the PCT Application or an HRI Patent, including any patent issued worldwide by any national or regional patent authority.

1.8. "Purchased Intellectual Property" means (i) any and all inventions and discoveries disclosed in the PCT Application; (ii) the PCT Application; (iii) any patent or application that can claim priority to the PCT Application, including all U.S. patents, European patents, invention certificates, and patents issued from any other national phase application, and all divisions, continuations, continuation-in-part, reissues, re-examinations and extensions thereof.

SECTION 2. ASSIGNMENT

2.1. Assignor hereby irrevocably grants, sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, any and all rights, title and interest that Assignor has in the Purchased Intellectual Property.

2.2. This assignment includes the right to sue and recover damages for past infringements of the Assignor and Inventors' rights in the Purchased Intellectual Property and to bring any proceeding in the United States Patent and Trademark Office or any foreign equivalent for any proceeding in connection with said Purchased Intellectual Property. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and its affiliates, heirs, personal representatives, successors, estate and assigns, had this assignment not been made.

2.3. This assignment is executed by Assignor and the Inventors and shall be binding upon it and its successors and assigns, effective immediately upon its delivery to Assignee.

SECTION 3. PAYMENTS

3.1. Assignee shall pay to Assignor two and sixth-tenth percent (2.6%) of Net Royalty Revenue received by Assignee from a third party during the Payment Term.

3.2. Amounts paid to Assignor under Section 3.1 shall be payable on an annual basis and within sixty (60) days of the end of the Fiscal Year. To the extent that such annual amounts payable to Assignor under Section 3.1 are greater than fifty thousand U.S. dollars (\$50,000), then all subsequent amounts paid to Assignor under Section 3.1 shall be payable on a quarterly basis and within sixty (60) days of the end of each applicable quarter.

3.3. All payments made by Assignee under this Assignment Agreement shall be made in US\$ by wire transfer to Assignor, care of the University of Basel, according to the following instructions:

Bank: Basler Kantonalbank
Address: Spiegelgasse, CH-4002 Basel, Switzerland
Account: 16 653.420.96
Bank Code Number: 770
BIC/SWIFT: BKBBCHBB
IBAN: CH34 0077 00160653 42 09 6
In favor of University Basel, 4051 Basel
Reference: "WTT-Stelle RV4201, int. account 60051"

3.4. During the Payment Term and for a period of one (1) year thereafter, Assignee shall keep separate records in sufficient details to permit the determination of a royalties accountant, selected by Assignor and reasonably acceptable to Assignee, to have access to and to examine, one (1) time per year in the Payment Term and for a period of one (1) year thereafter, during ordinary business hours, such records as may be necessary to verify or determine royalties paid or payable hereunder. All costs and expenses in connection with such examination shall be borne by Assignor, provided however, that if such examination reveals a shortfall in royalty payments of more than three per cent (3%), then Assignee shall reimburse Assignor for all reasonable costs incurred by Assignor in connection with such examination.

3.5. Any and all payments made by Assignee to University of Basel shall be in full satisfaction of Assignee's obligation to the University of Zurich, Klimkait and Ledergerber under this Agreement and such amounts shall be deemed paid by Assignee. Notwithstanding any failure of University of Zurich, Klimkait or Ledergerber to receive payment from University of Basel for any amount, to the extent that Assignee has remitted payment to University of Basel under this Section 3, the University of Zurich, Klimkait and Ledergerber: (1) remain obligated to Assignee under this Agreement, (2) have no right to terminate this Agreement, and (3) and have no other right of recourse to obtain such amounts from Assignee.

SECTION 4. OTHER AGREEMENTS

4.1. Assignee will seek and attempt in good faith to obtain patent protection for the Contested Subject Matter.

4.2. Each Party shall take such further actions (or cause such Party's designee to take), at its own expense and without further consideration, including but not limited to, the execution and delivery of (or causing such Party's designees to execute and deliver) additional documents, reasonably requested by the other Party, to effect the grant of the assignment of any Purchased Intellectual Property or in the prosecution of any Purchased Intellectual Property, in accordance with the intent this Assignment Agreement, including execution and delivery of inventor declarations and the assignment of rights in the forms attached as Exhibits A-F.

4.3. In the event that during the Payment Term, any Assignor or Inventor (a) challenges the validity or enforceability of any patent in the Philpott, Burger & Weiser Portfolio; or (b) assists or enables or participates in any third party to challenge the validity or enforceability of any patent in the Philpott, Burger & Weiser Portfolio, all obligations of Assignee to make payments under Section 3 of this Assignment Agreement shall immediately cease upon written notice of Assignee to the University of Basel.

SECTION 5. REPRESENTATIONS

5.1. Each Party represents and warrants that:

(a) Each Party has the power and authority to enter into and be bound by the terms and conditions of this Assignment Agreement and to perform its obligations hereunder;

(b) Each Party has taken all necessary action on its part to authorize the execution and delivery of this Assignment Agreement and this Assignment Agreement has been duly executed and delivered and constitutes a legal, valid, binding obligation, enforceable against the other Parties in accordance with its terms; and

(c) Each Party is subject to no legal, contractual or other restrictions, limitations or conditions which conflict with its rights and obligations under this Assignment Agreement or which would reasonably be expected to affect adversely its ability to perform hereunder.

5.2 Assignor and the Inventors, individually and collectively, represent and warrant that according to applicable laws and regulations, all right, title and interest of each of the Inventors in the Purchased Intellectual Property vested in the Assignors, who hereby transfer all of those rights, title and interest to Assignee by the assignment herein, and, by this instrument the Inventors confirm the ownership of the Purchased Intellectual Property in the Assignors prior to this assignment.

5.3 The Assignor and the Inventors represent and warrant that they have read, understand and agree to be bound by the terms of this Agreement.

SECTION 6. MISCELLANEOUS

6.1. Unless the context of this Assignment Agreement otherwise requires, (i) the terms "include," "includes," or "including" shall be deemed to be followed by the words "without limitation" unless otherwise indicated; (ii) words using the singular or plural number also include the other; (iii) the terms "herein," "hereby," and derivative or similar words refer to this entire Assignment Agreement; (iv) the terms "Section" and "Exhibit" refer to the specified Sections and Exhibits of this Assignment Agreement respectively, and (v) words of any gender include each other gender. The headings and paragraph captions in this Assignment Agreement are for reference and convenience purposes only and shall not affect the meaning or interpretation of this Assignment Agreement. This Assignment Agreement shall not be interpreted or constructed in favor of or against either Party because of its effort in preparing it.

6.2. This Assignment Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersede all prior representations, understandings and agreements with respect to such subject matter.

6.3. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Assignment Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

6.4. Neither Party may assign this Assignment Agreement or any interest in it without the prior written consent of the other Party.

6.5. Any notice or other communication to be given under this Assignment Agreement by any Party to any other Party shall be in writing and shall be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by overnight express delivery service or same-day local courier service, or (d) delivered by telex or facsimile transmission, to the address of the applicable Party as set forth below, or to such other address as may be designated by the Parties from time to time in accordance with this section. Notices delivered personally, by overnight express delivery service or by local courier service shall be deemed given as of actual receipt. Mailed notices shall be deemed given three (3) business days after mailing. Notices delivered by telex or facsimile transmission shall be deemed given upon receipt by the sender of the answerback (in the case of a telex) or transmission confirmation (in the case of a facsimile transmission). Each Party shall copy the other Parties on notices provided under this Section 6.5.

If to HRI at:

Health Research, Inc.
Riverview Center
150 Broadway
Suite 560
Menands, New York 12204-2719
ATTN: Robert Gallo
Fax: **[Insert #]**

If to University of Zurich at:

Rämistrasse 71

Zurich
Switzerland CH-8006

If to University of Basel at:

Office of Technology Transfer
University of Basel
Schützenmattstrasse 16
P.O. 4003 Basel
Switzerland
ATTN: Hannah Greiner
Fax: +41/(0)61 / 267 09 97

If to Klimkait at:

Thomas Klimkait
Am Stammbachgraben 11
79539 Loerrach, Germany

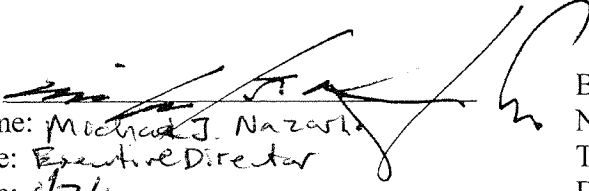
If to Ledergerber at:

Bruno Ledergerber
Haldenstrasse 10
8427 Rorbach, Switzerland

6.6. This Assignment Agreement may be executed in one or more counterparts each of which shall be an original and all of which shall constitute together the same document. Facsimile or PDF execution and delivery of this Assignment Agreement by a Party shall constitute a legal, valid and binding execution and delivery of this Assignment Agreement.

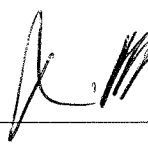
IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be duly executed.

HEALTH RESEARCH, INC.

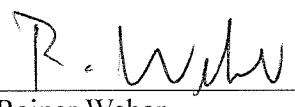
By: 
Name: Michael J. Nazarko
Title: Executive Director
Date: 1/7/10


UNIVERSITY OF ZURICH

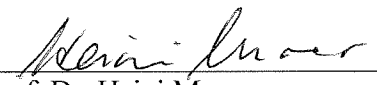
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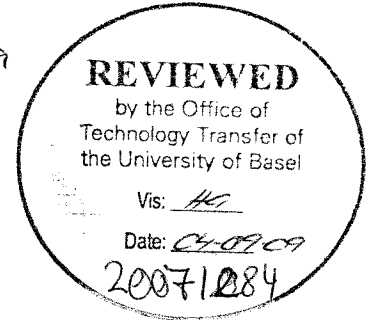
By: 
Name: Prof. Dr. Peter J. Meier-Abt
Title: Vice Rector Research
Date: University of Basel

THOMAS KLIMKAIT

By: 
Name: Prof. Rainer Weber
Title: Clinic Director
Date: 25.8.09

By: 
Name:
Title:
Date: 10.9.09

By: 
Name: Prof. Dr. Heini Murer
Title: Vice President MNW
Date:



BRUNO LEDERGERBER


By: 
Name:
Title: Senior Researcher
Date: 24.08.2009

EXHIBIT A

Frommer Lawrence & Haug LLP File No.: 454311-2220.5 Serial No.: 11/654,897 Filing Date: January 17, 2007

ASSIGNMENT

We, **Thomas KLIMKAIT and Bruno LEDERGERBER** have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: "**HETERODUPLEX TRACKING ASSAY**" and the **UNIVERSITY OF ZURICH**, whose address is [insert address], and the **UNIVERSITY OF BASEL**, whose address is [insert address] and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

WHEREAS, the University of Zurich and the University of Basel affirm that pursuant to Article 332 of the Swiss Code of Obligations each is entitled to full and exclusive right, title and interest in the inventions and discoveries (or both) set forth in the abovementioned patent application; and

WHEREAS, notwithstanding Article 332 of the Swiss Code of Obligations, we desire to ensure conveyance of our entire right, title and interest in the inventions or discoveries (or both) set forth in the abovementioned patent application to the University of Zurich and the University of Basel by this Agreement;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

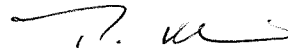
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have affixed our signatures.

Date: 09-10-09



Thomas KLIMKAIT

Date: 08/24/2009



Bruno LEDERGERBER

Frommer Lawrence & Haug LLP File No.: 454311-2220.8 Serial No.: 12/174,141 Filing Date: July 16, 2008
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ASSIGNMENT

We, **Thomas KLIMKAIT and Bruno LEDERGERBER** have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: "**HETERODUPLEX TRACKING ASSAY**" and the **UNIVERSITY OF ZURICH**, whose address is [insert address], and the **UNIVERSITY OF BASEL**, whose address is [insert address] and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

WHEREAS, the University of Zurich and the University of Basel affirm that they are entitled to full and exclusive right, title and interest in the inventions and discoveries (or both) set forth in the abovementioned patent application pursuant to Article 332 of the Swiss Code of Obligations; and

WHEREAS, notwithstanding Article 332 of the Swiss Code of Obligations, we desire to ensure conveyance of our entire right, title and interest in any of the inventions or discoveries (or both) set forth through this written agreement;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have affixed our signatures.

Date: 09/15/09



Thomas KLIMKAIT

Date: 08/24/2009



Bruno LEDERGERBER

Frommer Lawrence & Haug LLP File No.: 454311-2220.5 Serial No.: 11/654,897 Filing Date: January 17, 2007

ASSIGNMENT

We, the **UNIVERSITY OF ZURICH** and the **UNIVERSITY OF BASEL**, own certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: "**HETERODUPLEX TRACKING ASSAY**" and **HEALTH RESEARCH INC.**, whose address is **RIVERVIEW CENTER, 150 BROADWAY, SUITE 560, MENANDS, NEW YORK 12204-2719**, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;


4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the

said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have affixed our signatures.

Date: 28/09/09



UNIVERSITY OF ZURICH Prof. Dr. H. Murer
Vice President

Date: 22/09/09



UNIVERSITY OF BASEL

Prof. Dr. Peter J. Meier-Abt
Vice Rector Research
University of Basel

EXHIBIT B

**SUPPLEMENTAL DECLARATION FOR PATENT
APPLICATION AND POWER OF ATTORNEY**
(Under 37 CFR § 1.63; includes reference to PCT International Applications)

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention ENTITLED:

HETERODUPLEX TRACKING ASSAY

the specification of which:

- is attached hereto
- was filed on January 17, 2007 as:
- United States Application Serial No. 11/654,897
- as a National Phase or Continuation or Continuation-in-Part or Divisional of PCT Application No. _____, filed _____
- and designating the U.S., and published as _____ on _____
- with amendments through _____ (if applicable, give details).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

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Prior Foreign/PCT Application(s) [list additional applications on separate page]:

<u>Country (or PCT)</u>	<u>Application Number:</u>	<u>Filed (Day/Month/Year)</u>	<u>Priority Claimed:</u>	
			<u>Yes</u>	<u>No</u>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States application listed below:

<u>60/838,009</u>	<u>August 16, 2006</u>
(Application Number)	(Filing Date)

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U.S. Serial No.:	Filed (Day/Month/Year)	PCT Application No.	Status (patented, pending, abandoned)
11/333,073	January 17, 2006		Pending
10/695,846	October 29, 2003		Pending
09/963,064	September 25, 2001		Patented

I hereby appoint Thomas J. Kowalski, Registration No. 32,147, Ljiljana Minwalla, Registration No. 60,569, and Frommer Lawrence & Haug LLP, or their duly appointed associate, my attorneys, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and to insert the Serial Number of the application in the space provided above, and specify that all communications about the application are to be directed to the following correspondence address:

Thomas J. Kowalski, Esq.
 c/o FROMMER LAWRENCE & HAUG LLP
 745 Fifth Avenue
 New York, NY 10151

Direct all telephone calls to: (212) 588-0800
 to the attention of: Thomas J. Kowalski

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

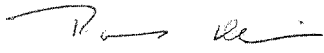
INVENTOR(S):

Signature: _____ Date: _____
 Full name of sole or first inventor: Sean Philpott
 Residence: 24 Oak St, Defreestville, NY 12144
 Citizenship: USA

Signature: Barbara Weiser Date: 2/3/10
 Full name of 2nd joint inventor (if any): Barbara Weiser
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature: Harold Burger Date: 2/3/10
 Full name of 3rd joint inventor (if any): Harold Burger
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature: _____ Date: _____
 Full name of 4th joint inventor (if any): Christina Kitchen
 Residence: 3340 Coy Dr., Sherman Oaks, CA 91423
 Citizenship: USA

Signature: 

Date: 09-10-09

Full name of 5th joint inventor (if any): Thomas Klimkait
Residence: Am Stammbachgraben 11, 79539 Loerrach
Citizenship: Germany

Signature: 

Date: 08/24/2009

Full name of 6th joint inventor (if any): Bruno Ledergerber
Residence: Haldenstrasse 10, CH-8427 Rorbas
Citizenship: Switzerland

Post Office Address(es) of inventors [if different from residence]

EXHIBIT B

**SUPPLEMENTAL DECLARATION FOR PATENT
APPLICATION AND POWER OF ATTORNEY**
(Under 37 CFR § 1.63; includes reference to PCT International Applications)

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention ENTITLED:

HETERODUPLEX TRACKING ASSAY

the specification of which:

- is attached hereto
- was filed on January 17, 2007 as:
- United States Application Serial No. 11/654,897
- as a National Phase or Continuation or Continuation-in-Part or Divisional of PCT Application No. _____, filed _____
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			<input type="checkbox"/>	<input type="checkbox"/>
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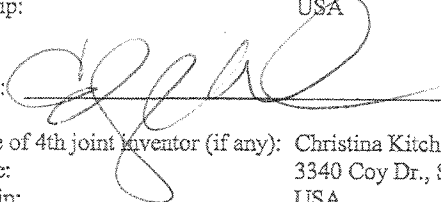
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INVENTOR(S):

Signature: _____ Date: _____
 Full name of sole or first inventor: Sean Philpott
 Residence: 24 Oak St, Defreestville, NY 12144
 Citizenship: USA

Signature: _____ Date: _____
 Full name of 2nd joint inventor (if any): Barbara Weiser
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

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 Full name of 3rd joint inventor (if any): Harold Burger
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature:  _____ Date: 2/2/2010
 Full name of 4th joint inventor (if any): Christina Kitchen
 Residence: 3340 Coy Dr., Sherman Oaks, CA 91423
 Citizenship: USA

Signature: 

Date: 09-10-09

Full name of 5th joint inventor (if any): Thomas Klimkait
Residence: Am Stauwbachgraben 11, 79539 Loersach
Citizenship: Germany

Signature: 

Date: 08/24/2009

Full name of 6th joint inventor (if any): Bruno Ledergerber
Residence: Haldenstrasse 10, CH-8427 Rorbas
Citizenship: Switzerland

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**SUPPLEMENTAL DECLARATION FOR PATENT
APPLICATION AND POWER OF ATTORNEY**
(Under 37 CFR § 1.63; includes reference to PCT International Applications)

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the specification of which:

- is attached hereto
- was filed on January 17, 2007 as:
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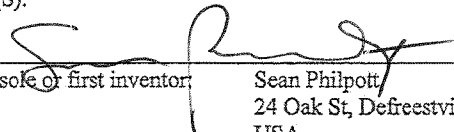
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INVENTOR(S):

Signature:  Date: 2/2/10
 Full name of sole or first inventor: Sean Philpott
 Residence: 24 Oak St, Defreestville, NY 12144
 Citizenship: USA

Signature: _____ Date: _____

Full name of 2nd joint inventor (if any): Barbara Weiser
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature: _____ Date: _____

Full name of 3rd joint inventor (if any): Harold Burger
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature: _____ Date: _____

Full name of 4th joint inventor (if any): Christina Kitchen
 Residence: 3340 Coy Dr., Sherman Oaks, CA 91423
 Citizenship: USA

Signature: 

Date: 09-10-09

Full name of 5th joint inventor (if any): Thomas Klimkait
Residence: Am Stammbachgraben 11, 79539 Loersach
Citizenship: Germany

Signature: 

Date: 08/24/2009

Full name of 6th joint inventor (if any): Bruno Ledergerber
Residence: Haldenstrasse 10, CH-8427 Rorbas
Citizenship: Switzerland

Post Office Address(es) of inventors [if different from residence]

EXHIBIT C

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : PHILPOTT, Sean *et al.*
Serial No. : 11/654,897
For : HETERODUPLEX TRACKING ASSAY
Filed : January 17, 2007
Examiner : Stuart Snyder
Art Unit : 1648
Confirmation No. : 7833

745 Fifth Avenue
New York, NY 10151

**FILED VIA EFS-WEB
ON NOVEMBER 26, 2008**

DECLARATION IN SUPPORT OF PETITION TO CORRECT INVENTORSHIP

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

THOMAS KLIMKAIT, BRUNO LEDERGERBER declare and state that:

1. We are making this Declaration in support of the accompanying Petition to Correct Inventorship, which seeks to add ourselves as inventors on the above-captioned Utility application and to have the order of the named inventors as follows:

SEAN PHILPOTT
BARBARA WEISER
HAROLD BURGER
CHRISTINA KITCHEN
THOMAS KLIMKAIT
BRUNO LEDERGERBER

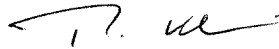
00605740.DOC

2. The inventorship error of failing to include Thomas Klimkait and Bruno Ledergerber as inventors of the present application occurred without any deceptive intention on the part of the applicant.

3. Accordingly, we verily believe that we are co-inventors of the present application , along with Sean Philpott, Barbara Weiser, Harold Burger, and Christina Kitchen. We also believe that it is an error that we are not named as inventors on the present application along with Sean Philpott, Barbara Weiser, Harold Burger, and Christina Kitchen

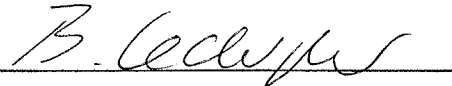
4. We further declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of any patent resulting from such application.

Date: 09-10-09



THOMAS KLIMKAIT

Date: 08/24/2009



BRUNO LEDERGERBER

EXHIBIT D

Frommer Lawrence & Haug LLP File No.: 454311-2220.8 Serial No.: 12/174,141 Filing Date: July 16, 2008
--

ASSIGNMENT

We, the **UNIVERSITY OF ZURICH** and the **UNIVERSITY OF BASEL** own certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: "**HETERODUPLEX TRACKING ASSAY**" and **HEALTH RESEARCH INC.**, whose address is **RIVERVIEW CENTER, 150 BROADWAY, SUITE 560, MENANDS, NEW YORK 12204-2719**, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the

said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have affixed our signatures.

Date: 28/ Aug / 09



UNIVERSITY OF ZURICH Prof. Dr. H. Murer
Vice President

Date: 22/ 09/ 09



UNIVERSITY OF BASEL

Prof. Dr. Peter J. Meier-Abt
Vice Rector Research
University of Basel

EXHIBIT E

**SUPPLEMENTAL DECLARATION FOR PATENT
APPLICATION AND POWER OF ATTORNEY**
(Under 37 CFR § 1.63; includes reference to PCT International Applications)

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

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HETERODUPLEX TRACKING ASSAY

the specification of which:

- is attached hereto
- was filed on July 16, 2008 as:
- United States Application Serial No. 12/174,141
- as a National Phase or Continuation or Continuation-in-Part or Divisional of PCT Application No. _____, filed _____ and designating the U.S., and published as _____ on _____
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I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

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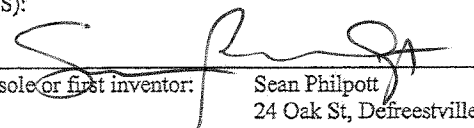
I hereby appoint Thomas J. Kowalski, Registration No. 32,147, Ljiljana Minwalla, Registration No. 60,569, and Frommer Lawrence & Haug LLP, or their duly appointed associate, my attorneys, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and to insert the Serial Number of the application in the space provided above, and specify that all communications about the application are to be directed to the following correspondence address:

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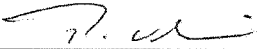
INVENTOR(S):

Signature:  Date: 2/2/10
 Full name of sole or first inventor: Sean Philpott
 Residence: 24 Oak St, DeFreestville, NY 12144
 Citizenship: USA

Signature: _____ Date: _____
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Signature: 

Date: 09-10-09

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Residence: Am Stumm- bachgraben 11, 79539 Loetzbach
Citizenship: Germany

Signature: 

Date: 08/24/2009

Full name of 6th joint inventor (if any): Bruno Ledergerber
Residence:
Citizenship:

Post Office Address(es) of inventors [if different from residence]

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- as a National Phase or Continuation or Continuation-in-Part or Divisional of PCT Application No. _____, filed _____ and designating the U.S., and published as _____ on _____
- with amendments through _____ (if applicable, give details).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificate or of any PCT International application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application for patent or inventor's certificate or any PCT International applications designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) on which priority is claimed:

Prior Foreign/PCT Application(s) [list additional applications on separate page]:

<u>Country (or PCT)</u>	<u>Application Number:</u>	<u>Filed (Day/Month/Year)</u>	Priority Claimed:	
			<u>Yes</u>	<u>No</u>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States application listed below:

<u>60/838,009</u>	<u>August 16, 2006</u>
(Application Number)	(Filing Date)

I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Prior U.S. (or U.S.-designating PCT) Application(s) [list additional applications on separate page]:

U.S. Serial No.:	Filed (Day/Month/Year)	PCT Application No.	Status (patented, pending, abandoned)
11/333,073	January 17, 2006		Pending
10/695,846	October 29, 2003		Pending
09/963,064	September 25, 2001		Patented

I hereby appoint Thomas J. Kowalski, Registration No. 32,147, Ljiljana Minwalla, Registration No. 60,569, and Frommer Lawrence & Haug LLP, or their duly appointed associate, my attorneys, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and to insert the Serial Number of the application in the space provided above, and specify that all communications about the application are to be directed to the following correspondence address:

Thomas J. Kowalski, Esq.
 c/o FROMMER LAWRENCE & HAUG LLP
 745 Fifth Avenue
 New York, NY 10151

Direct all telephone calls to: (212) 588-0800
 to the attention of: Thomas J. Kowalski

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

INVENTOR(S):

Signature: _____ Date: _____
 Full name of sole or first inventor: Sean Philpott
 Residence: 24 Oak St, Defreestville, NY 12144
 Citizenship: USA

Signature: _____ Date: _____


Full name of 2nd joint inventor (if any): Barbara Weiser
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature: _____ Date: _____

Full name of 3rd joint inventor (if any): Harold Burger
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature:  _____ Date: 2/2/2010

Full name of 4th joint inventor (if any): Christina Kitchen
 Residence: 3340 Coy Dr., Sherman Oaks, CA 91423
 Citizenship: USA

Signature: 

Date: 09-10-09

Full name of 5th joint inventor (if any): Thomas Klimkait
Residence: Am Strum im Bachgraben 11, 79539 Loetrad
Citizenship: Germany

Signature: 

Date: 08/24/2009

Full name of 6th joint inventor (if any): Bruno Ledergerber
Residence:
Citizenship:

Post Office Address(es) of inventors [if different from residence]

EXHIBIT E

**SUPPLEMENTAL DECLARATION FOR PATENT
APPLICATION AND POWER OF ATTORNEY**
(Under 37 CFR § 1.63; includes reference to PCT International Applications)

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention ENTITLED:

HETERODUPLEX TRACKING ASSAY

the specification of which:

- is attached hereto
- was filed on July 16, 2008 as:
- United States Application Serial No. 12/174,141
- as a National Phase or Continuation or Continuation-in-Part or Divisional of PCT Application No. _____, filed _____ and designating the U.S., and published as _____ on _____
- with amendments through _____ (if applicable, give details).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificate or of any PCT International application(s) designating at least one country other than the United State of America listed below and have also identified below any foreign application for patent or inventor's certificate or any PCT International applications designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) on which priority is claimed:

Prior Foreign/PCT Application(s) [list additional applications on separate page]:

<u>Country (or PCT)</u>	<u>Application Number:</u>	<u>Filed (Day/Month/Year)</u>	Priority Claimed:	
			<u>Yes</u>	<u>No</u>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States application listed below:

<u>60/838,009</u>	<u>August 16, 2006</u>
(Application Number)	(Filing Date)

I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Prior U.S. (or U.S.-designating PCT) Application(s) [list additional applications on separate page]:

U.S. Serial No.:	Filed (Day/Month/Year)	PCT Application No.	Status (patented, pending, abandoned)
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Thomas J. Kowalski, Esq.
 c/o FROMMER LAWRENCE & HAUG LLP
 745 Fifth Avenue
 New York, NY 10151

Direct all telephone calls to: (212) 588-0800
 to the attention of: Thomas J. Kowalski

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

INVENTOR(S):

Signature: _____ Date: _____
 Full name of sole or first inventor: Sean Philpott
 Residence: 24 Oak St, Defreestville, NY 12144
 Citizenship: USA

Signature: Barbara Weiser Date: 2/3/10


Full name of 2nd joint inventor (if any): Barbara Weiser
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

Signature: Harold Burger Date: 2/3/10

Full name of 3rd joint inventor (if any): Harold Burger
 Residence: 345 Millers Corner Road, East Greenbush, NY 12061
 Citizenship: USA

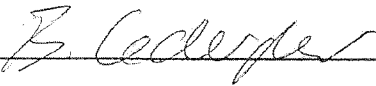
Signature: _____ Date: _____

Full name of 4th joint inventor (if any): Christina Kitchen
 Residence: 3340 Coy Dr., Sherman Oaks, CA 91423
 Citizenship: USA

Signature: 

Date: 09-10-09

Full name of 5th joint inventor (if any): Thomas Klimkait
Residence: *Am Struwwelpfennchen 11, 79539 Loersach*
Citizenship: *Germany*

Signature: 

Date: 08/24/2009

Full name of 6th joint inventor (if any): Bruno Ledergerber
Residence:
Citizenship:

Post Office Address(es) of inventors [if different from residence]

EXHIBIT F

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : PHILPOTT, Sean *et al.*
Serial No. : 12/174,141
For : HETERODUPLEX TRACKING ASSAY
Filed : July 16, 2008
Examiner : To Be Assigned
Art Unit : To Be Assigned
Confirmation No. : 8124

745 Fifth Avenue
New York, NY 10151

**FILED VIA EFS-WEB
ON November 26, 2008**

DECLARATION IN SUPPORT OF PETITION TO CORRECT INVENTORSHIP

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

THOMAS KLIMKAIT, BRUNO LEDERGERBER declare and state that:

1. We are making this Declaration in support of the accompanying Petition to Correct Inventorship, which seeks to add ourselves as inventors on the above-captioned Divisional application and to have the order of the named inventors as follows:

SEAN PHILPOTT
BARBARA WEISER
HAROLD BURGER
CHRISTINA KITCHEN
THOMAS KLIMKAIT
BRUNO LEDERGERBER

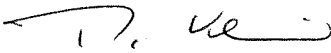
00605741.DOC

2. The inventorship error of failing to include Thomas Klimkait and Bruno Ledergerber as inventors of the present application occurred without any deceptive intention on the part of the applicant.

3. Accordingly, we verily believe that we are co-inventors of the present application, along with Sean Philpott, Barbara Weiser, Harold Burger, and Christina Kitchen. We also believe that it is an error that we are not named as inventors on the present application along with Sean Philpott, Barbara Weiser, Harold Burger, and Christina Kitchen

4. We further declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of any patent resulting from such application.

Date: 09-10-09



THOMAS KLIMKAIT

Date: 08/24/2009



BRUNO LEDERGERBER