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:	eath Research, Inc.		
Street Address:	iverview 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

501275992

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

PATENT

REEL: 024900 FRAME: 0859

OF \$280.00 118/2842

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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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; (ii) 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.
- 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 Rorbas, 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.

UNIVERSITY OF BASEL

Name: Mochant J. Nazar Title: Exentire Director

Date: 1/7/10

UNIVERSITY OF ZURICH

Name:

Title: Date: Prof. Dr. Peter J. Meier-Abt

Vice Rector Research University of Basel

THOMAS KLIMKAIT

By:

Name: Prof. Rainer Weber Title: Clinic Director

Date:

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

Date:

By: Name:

Title:

Date: 10.9.09

REVIEWED

by the Office of Technology Transfer of the University of Basel

BRUNO LEDERGERBER

By: Name:

Title:

Senior Researcher

Date:

24,08.2009

PATENT

REEL: 024900 FRAME: 0867

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;

Page 1 of 2

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- 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

1. w

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

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;

Page 1 of 2

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- 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:	Date:	0	9/	10	5/	0	7
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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

Page 1 of 2

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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: $\frac{28/k_g/09}{22/03/09}$

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

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

IBIBIOD OF BEAT THE FORM OF A BOTT
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.
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]:
Country (or PCT) Application Number: Filed (Day/Month/Year) Priority Claimed: Yes No
I hereby claim the benefit under 35 U.S.C. §119(e) of any United States application listed below:
60/838,009 August 16, 2006 (Application Number) (Filing Date)
I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(

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:

Page 1 of 3

Prior U.S. (or U.Sdesignating PCT)	Application(s) [list addition	nal applications on separate page]:
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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. 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

INVENTOR(S):

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.

Signature:		Date:		
Full name of sole or first inventor:	Sean Philpott			
Residence:	24 Oak St, Defreestville, NY 1214	14		
Citizenship:	USA			
4 4			1 /	
Signature: Barbara	Welser	Date:	2/3/10	
The state of the s	Fig. 1 and Fig. 1 and 1			
Full name of 2nd joint inventor (if any): Barbara Weiser		•	
Residence:	345 Millers Comer Road, East Gre	eenbush	, NY 12061	
Citizenship:	USA			
	1 1		1	
	Surger		2310	
Signature: Jacolf	purger	Date:		
Full name of 3rd joint inventor (if any)	: Harold Burger			
Residence:	345 Millers Corner Road, East Gre	eenbush	NY 12061	
Citizenship:	USA		,	
· •	•			٠
		-		
Signature:		Date:	TT defice (commence commence de la destraction d	
Full name of 4th joint inventor (if any)	· Christina Kitchen			
Residence:	3340 Coy Dr., Sherman Oaks, CA	91423		
Citizenship:	USA			
Citizenship:	USA			

Page 2 of 3

FLH Docket No. 454311-2220.5

Signature:	Date:	09-10-09
Full name of 5th joint inventor (if any): Thomas Klimkait Residence: Am Stammbach garball, 79539 Loeveal Citizenship: Germany		
Signature: B. adopter	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 specifi	cation of which:			
	PCT Appl and design	on <u>January 17, 2007</u> as: ates Application Serial No. J	r Continuation-in-Part or Divi on on	sional of
		I have reviewed and unders tended by any amendment i	tand the contents of the above referred to above.	-identified specification,
			ed States Patent and Tradema in Title 37, Code of Federal F	
application one countr application country of	n(s) for patent or ry other than the n for patent or in her than the Uni	inventor's certificate or of a United State of America lis ventor's certificate or any P	Title 35, United States Code § any PCT International applicated below and have also ident CT International applications by me on the same subject mataimed:	tion(s) designating at least ified below any foreign designating at least one
Prior Fore	ign/PCT Applica	ntion(s) [list additional appli	ications on separate page]:	
Countr	y (or PCT)	Application Number:	Filed (Day/Month/Year)	Priority Claimed: Yes No Claimed:
Ih	ereby claim the	benefit under 35 U.S.C. §1	19(e) of any United States app	lication listed below:
	<u>/838,009</u> .pplication Numl	August 16, 20 (Filing Date)		
or PCT int as the subj the manne	ernational applic ect matter of eac r provided by the	cation(s) designating the Un th of the claims of this appli to first paragraph of Title 35,	ed States Code § 120 of any Uited States of America that is/cation is not disclosed in that/United States Code § 112, I affice all information known to	are listed below and, insofar those prior application(s) in acknowledge the duty to

Page 1 of 3

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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10/695,846	October 29, 2003		Pending
09/963,064	September 25, 2001		Patented

I hereby appoint Thomas J. Kowalski, Registration No. 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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TATE / TO A TEN / O A / O A /

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HAVEMATOR(b).		
Signature:		ate:
Full name of sole or first inventor:	Sean Philpott	
Residence:	24 Oak St, Defreestville, NY 12144	
Citizenship:	USA	
Signature:	De	ate:
Full name of 2nd joint inventor (if any): Barbara Weiser	
Residence:	345 Millers Corner Road, East Green	bush, NY 12061
Citizenship:	USA	
_		
Signature:	Da	ite:
		\$ 1 to 4
Full name of 3rd joint inventor (if any)	: Harold Burger	
Residence:	345 Millers Corner Road, East Green	bush, NY 12061
Citizenship:	USA	·
	/)	
~ ()(/0/N(ite: 2/2010
Signature:	Da Da	ite: <u>42/20//)</u>
Full name of 4th joint seventor (if any)	Christina Vitahan	
Residence:		<i>ለ</i> ጉ ጉ
Citizenship:	3340 Coy Dr., Sherman Oaks, CA 91- USA	423
Citizenaniji.	UDM	

Page 2 of 3

FLH Docket No. 454311-2220.5

Signature:	v.	Date:	09-10-09
Full name of 5th joint inventor (if any Residence: Am Shaumbach gor Citizenship: Germany			
Signature: 8. 60	lefter	Date:	08/24/2009
Full name of 6th joint inventor (if any Residence: Haldenstrasse Citizenship: Switzerland	r): Brumo Ledergerber 10, CH-8427 Rorbas		
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:

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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 spe	cificatio	on of which:			
		is attached hereto was filed on January 17 United States Applicati as a National Phase or PCT Application No. and designating the U.S with amendments through	on Serial No. <u>11/</u> Continuation or C , filed S., and published	Continuation-in-Part or Divi - as on	sional of
includi		y state that I have review laims, as amended by an		d the contents of the above erred to above.	-identified specification,
known				States Patent and Tradema: Title 37, Code of Federal F	
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 perfore that of the application(s) on which priority is claimed:					
Prior F	oreign/P	PCT Application(s) [list a	additional applica	tions on separate page]:	Distance Obstance de
<u>Co</u>	intry (or	PCT) Application	n Number:	Filed (Day/Month/Year)	Priority Claimed: Yes No
	I hereb	y claim the benefit unde	r 35 U.S.C. §119((e) of any United States app	lication listed below:
	60/838 (Applie	.009 cation Number)	August 16, 2006 (Filing Date)	<u>5</u>	
	I hereb	v claim the benefit unde	r Title 35. United	States Code § 120 of any U	Jnited States application(s)

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:

Page 1 of 3

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. 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 Direct all telephone calls to: (212) 588-0800 745 Fifth Avenue to the attention of: Thomas J. Kowalski New York, NY 10151 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): Full name of sole or first inventor Sean Philpott Residence: 24 Oak St, Defreestville, NY 12144 Citizenship: Full name of 2nd joint inventor (if any): Barbara Weiser Residence: 345 Millers Corner Road, East Greenbush, NY 12061 Citizenship: Signature: Date: Full name of 3rd joint inventor (if any): Harold Burger 345 Millers Corner Road, East Greenbush, NY 12061 Residence: Citizenship: Signature: Full name of 4th joint inventor (if any): Christina Kitchen

Page 2 of 3

USA

3340 Coy Dr., Sherman Oaks, CA 91423

Residence:

Citizenship:

FLH Docket No. 454311-2220.5

Signature:	Date:	09-10-09
Full name of 5th joint inventor (if any): Thomas Klimkait Residence: Am Shammbach graball, 79539 Loercal Citizenship: Germany		
Signature: B. adoller	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]		,

Page 3 of 3

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

- 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: <u>08/24/200</u>9

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

Page 1 of 2

00633577

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: $\frac{28/A_g}{4} = \frac{28}{69}$

Prof. Dr. H. Murer Vice President

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.

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:

	HE	TERODUPLEX T	FRACKING AS	SAY		
the specification	of which:					
	is attached hereto was filed on July 16, 20 United States Applications as a National Phase or PCT Application No and designating the U.S with amendments through	ion Serial No. <u>12</u> Continuation or (, filed S., and published	Continuation-in-F as on		nal of	
I hereby including the cla	state that I have review	ved and understar y amendment ref	nd the contents of erred to above.	f the above-ide	entified spe	cification,
I acknow known to me to	vledge the duty to discl be material to patentabi	ose to the United lity as defined in	States Patent and Title 37, Code o	d Trademark (of Federal Regi	Office all ir lations, §	uformation 1.56.
application(s) for one country other application for p country other that	claim foreign priority large patent or inventor's cert than the United State atent or inventor's cert in the United States of a paplication(s) on which	rtificate or of any of America listed ficate or any PCT America filed by	PCT Internation below and have International ap me on the same	nal application also identified pplications desi	(s) designation and designation at	ating at least by foreign least one
Prior Foreign/PC	T Application(s) [list a	dditional applica	tions on separate		D. F. G	T T.
Country (or P	CT) Application	Number:	Filed (Day/Mo		Priority C	No D
I hereby	claim the benefit under	35 U.S.C. §119(e) of any United	States applica	tion listed	below:
60/838,0 (Applica	09 tion Number)	August 16, 2006 (Filing Date)	<u>í</u>			
or PCT internation as the subject mathe the manner provi	claim the benefit under onal application(s) designater of each of the claim ded by the first paragra	mating the Unite is of this applicat ph of Title 35, U	d States of Amer ion is not disclos nited States Code	ica that is/are l sed in that/thos e § 112, I ackn	isted below te prior apr	w and, insofa

ar 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:

Page 1 of 3

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. 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:	- RA	Date: 2/2/10
Full name of sole or first inventor:	Sean Philpott /	<i>/ /</i>
Residence:	24 Oak St, Defreestville, NY 1214	14
Citizenship:	USA	
Signature:		Date:
Digitaturo.		1. Comment of the com
Full name of 2nd joint inventor (if any):	Barbara Weiser	
Residence:	345 Millers Corner Road, East Gre	eenbush, NY 12061
Citizenship:	USA	
*		
Signature:		Date:
Full name of 3rd joint inventor (if any):	Harold Rurger	
Residence:	345 Millers Corner Road, East Gro	enbush NV 12061
Citizenship:	USA	<i>/////////////////////////////////////</i>
Citizonarip.	0011	
Signature:		Date:
Full name of 4th joint inventor (if any):		
Residence:	3340 Coy Dr., Sherman Oaks, CA	91423
Citizenship:	USA	

Page 2 of 3

FLH Docket No. 454311-2220.8

Signature: 7. W.	Date:	09-10-09
Full name of 5th joint inventor (if any): Thomas Klimkait Residence: Am Stam - backgaban 11, 79539 Loewack Citizenship: Germany		
Signature: 3. Collype	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]

Page 3 of 3

EXHIBIT E

SUPPLEMENTAL DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

(Under 37 CFR § 1.63; includes reference to PCT International Applications)

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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	on of which:					
	is attached hereto was filed on July 16, 2 United States Applicat as a National Phase or PCT Application No. and designating the U. with amendments thro	tion Serial No. 12. Continuation or (, filed S., and published	Continuation-in-Part o - as on		al of	
I hereb	by state that I have revied daims, as amended by ar	wed and understar ny amendment ref	ed the contents of the erred to above.	above-iden	tified spec	cification,
I acknown to me to	owledge the duty to disc to be material to patentab	lose to the United dility as defined in	States Patent and Tra Title 37, Code of Fed	ademark Of deral Regul	fice all in ations, § 1	formation 56.
application(s) f one country oth application for country other th	by claim foreign priority for patent or inventor's c her than the United State patent or inventor's cert han the United States of he application(s) on whi	ertificate or of any of America listed ificate or any PCT America filed by	PCT International a below and have also International applica me on the same subje	pplication(s) identified ations design	s) designat below any nating at 1	ting at least foreign
Prior Foreign/P	CT Application(s) [list a	additional applicat	ions on separate page			
Country (or	PCT) Applicatio	n Number:	Filed (Day/Month/	Y <u>ear)</u>	riority Cl	aimed:
I hereby	y claim the benefit unde	r 35 U.S.C. §119(e) of any United State	es application	on listed b	elow:
60/838. (Applic	009 ation Number)	August 16, 2006 (Filing Date)				
as the subject m the manner prov disclose to the U patentability as o	y claim the benefit under ional application(s) desi- natter of each of the clair rided by the first paragra Juited States Patent and defined in Title 37, Cod- to prior application and the	gnating the United ns of this applicat uph of Title 35, Un Trademark Office e of Federal Regu	States of America the conis not disclosed in the conis not disclosed in the conic states Code § 1 all information knowns at ions, § 1.56 which	nat is/are lis n that/those 12, I acknow wn to me to became ava	ted below prior appl wledge the be materi	and, insofar ication(s) in duty to al to

Page 1 of 3

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)11/333,073January 17, 2006Pending10/695,846October 29, 2003Pending09/963,064September 25, 2001Patented

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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(5):			
Signature:		Date:	
Full name of sole or first inventor:	Sean Philpott		
Residence:	24 Oak St, Defreestville, NY 121	44	
Citizenship:	USA		
Signature:	regerers; or the North Prof. 1994 Byg 1994 to 1944 per visit of the State Section Sect	Date:	
Full name of 2nd joint inventor (if any)	· Rarhara Waicer		
Residence:	345 Millers Corner Road, East G	wanhuch XI	V 12061
Citizenship:	USA	CALLOUGIL, 14	1 1200;
The transfer of the transfer of			
Signature:		Date:	
Full name of 3rd joint inventor (if any):	Harold Burger		
Residence:	345 Millers Corner Road, East Gr	eenbush, N	Y 12061
Citizenship:	USA _	,	
	1 / /	ς,	12/2010
Signature:		Date: _₫	4212910
Bull name of 4th injut information difference.	Chairman Windows		
Full name of 4th joint inventor (if any): Residence:		01.400	
Citizenship:	3340 Coy Dr., Sherman Oaks, CAUSA	. Y14L3	
Citicomonity.	Udn		

Page 2 of 3

FLH Docket No. 454311-2220.8

Signature: 7. CC	Date:	09-10-09
Full name of 5th joint inventor (if any): Thomas Klimkait Residence: An Strange beauty 79539 Loeward 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]		

Page 3 of 3

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

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the specification	on of which:				
	PCT Application N and designating the	cation Serial No. 1 or Continuation or o, filed U.S., and publishe	2/174,141 Continuation-in-Part or Div d as on phicable, give details).	visional of	
I hereby including the cl	y state that I have rev laims, as amended by	viewed and underst	and the contents of the above ferred to above.	e-identified sp	ecification,
I ackno known to me to	wledge the duty to do be material to paten	isclose to the Unite tability as defined	d States Patent and Tradem n Title 37, Code of Federal	ark Office all in Regulations, §	nformation 1.56.
application(s) for one country oth application for I country other th	or patent or inventor' ner than the United St patent or inventor's c	s certificate or of a rate of America list ertificate or any PC of America filed b	Title 35, United States Code by PCT International appliced below and have also iden T International applications y me on the same subject mimed:	ation(s) designatified below are designating at	ating at least ny foreign t least one
Prior Foreign/Po	CT Application(s) [li	ist additional applic	ations on separate page]:	*** 1	
Country (or	PCT) Applica	tion Number:	Filed (Day/Month/Year)	Priority C	llaimed: No
I hereby	y claim the benefit ur	nder 35 U.S.C. §11	9(e) of any United States ap	plication listed	below:
60/838,((Application)	009 ation Number)	August 16, 20 (Filing Date)	<u>06</u>		
or PCT internati as the subject me the manner provides to the U patentability as of	ional application(s) d latter of each of the c vided by the first para Juited States Patent a defined in Title 37, C	lesignating the Unit laims of this applic agraph of Title 35, and Trademark Offi Code of Federal Reg	d States Code § 120 of any led States of America that is ation is not disclosed in that United States Code § 112, I ce all information known to gulations, § 1.56 which beca CT international filing date of	/are listed belo /those prior ap acknowledge to me to be mate ame available b	w and, insofar plication(s) in he duty to rial to etween the

Page 1 of 3

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) January 17, 2006 Pending 11/333,073 October 29, 2003 Pending 10/695,846 09/963,064 Patented September 25, 2001 I hereby appoint Thomas J. Kowalski, Registration No. 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 Direct all telephone calls to: (212) 588-0800 to the attention of: Thomas J. Kowalski 745 Fifth Avenue New York, NY 10151 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: Sean Philpott Full name of sole or first inventor: Residence: 24 Oak St. Defreestville, NY 12144 Citizenship: Full name of 2nd joint inventor (if any): Barbara Weiser Residence: 345 Millers Corner Road, East Greenbush, NY 12061 Citizenship: TISA Signature: Full name of 3rd joint inventor (if any): Harold Burger 345 Millers Corner Road, East Greenbush, NY 12061 Residence: Citizenship: USA Signature: Full name of 4th joint inventor (if any): Christina Kitchen

Page 2 of 3

USA

3340 Coy Dr., Sherman Oaks, CA 91423

Residence:

Citizenship:

FLH Docket No. 454311-2220.8

Signature: 7. W	Date:	09-10-09
Full name of 5th joint inventor (if any): Thomas Klimkait Residence: An Sham - backgraben 11, 79539 Loenach Citizenship: Germany		
Signature: B. Collyde	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]

Page 3 of 3

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: 09-10-05

THOMAS KLIMKAIT

Date: 08/24/2009

RECORDED: 08/30/2010

BRUNO LEDERGERBER

2