

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>AIGUO ZHANG</td> <td>08/04/2010</td> </tr> <tr> <td>PAUL OKUNIEFF</td> <td>08/13/2010</td> </tr> <tr> <td>LURONG ZHANG</td> <td>08/13/2010</td> </tr> <tr> <td>LULU ZHANG</td> <td>08/24/2010</td> </tr> </tbody> </table>		Name	Execution Date	AIGUO ZHANG	08/04/2010	PAUL OKUNIEFF	08/13/2010	LURONG ZHANG	08/13/2010	LULU ZHANG	08/24/2010
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>DIACARTA LLC</td> </tr> <tr> <td>Street Address:</td> <td>1165 CHESS DRIVE, SUITE H</td> </tr> <tr> <td>City:</td> <td>FOSTER CITY</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94404-1113</td> </tr> </table>		Name:	DIACARTA LLC	Street Address:	1165 CHESS DRIVE, SUITE H	City:	FOSTER CITY	State/Country:	CALIFORNIA	Postal Code:	94404-1113
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<b>PROPERTY NUMBERS Total: 1</b>											
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<b>CORRESPONDENCE DATA</b>											
Fax Number: (352)372-5800 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (352)375-8100 Email: drs@slspatents.com Correspondent Name: David R. Saliwanchik Address Line 1: P.O. Box 142950 Address Line 4: Gainesville, FLORIDA 32614-2950											
ATTORNEY DOCKET NUMBER:	DCL.102T										
NAME OF SUBMITTER:	David R. Saliwanchik										
Total Attachments: 7 source=Executed-Assignment#page1.tif											

CH \$40.00 12827840

**501347754**

**PATENT**  
**REEL: 025349 FRAME: 0139**

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## ASSIGNMENT

Aiguo ZHANG, residing at 9949 Mangos Drive, San Ramon, CA 94583; Paul OKUNIEFF, residing at 4010 SW 93<sup>RD</sup> Drive, Gainesville, FL 32608; Lurong ZHANG, residing at 3921 SW 34<sup>th</sup> Street #12, Gainesville, FL 32608 and Zhang LULU, residing at 6075 Amador Place, Newark, CA 94560 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHODS AND KITS FOR DETECTING AN INFECTIOUS AGENT**, and which is a:

- (1) ☐ provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or
- (2) ☒ non-provisional application
- (a) ☐ to be filed herewith; or
- (b) ☒ bearing Application No. 12/827,840, and filed on June 30, 2010.

**WHEREAS**, Diacarta LLC, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 9949 Mangos Drive, San Ramon, CA 94555 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.


The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Aug. 9, 2010

By:   
Aiguo ZHANG

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence, to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: \_\_\_\_\_

*see attached acknowledgement*

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

On August 4<sup>th</sup>, 2010 before me, Rachit Kumar Anand, Notary Public  
(Here insert name and title of the officer)

personally appeared Aiguo Zhang

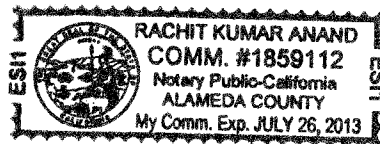
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Attorney Packet No. DIAC-002/0005  
(Additional information) 310303-2002

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☒ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**PATENT**

Attorney Docket No. DIAC-002/00US 310303-2002

Date: 8/13/2010

By: Paul Okunieff  
Paul OKUNIEFF

State of Florida )  
County of Alachua ) ss.

On August 13, 2010 before me, Suzanne I Scheraga Notary Public, personally appeared Paul Okunieff, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Suzanne I Scheraga  
Signature of Notary Public



Place Notary Seal Above

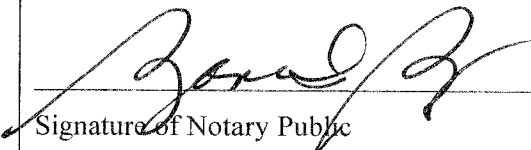
My Commission Expires: 5/24/11

Attorney Docket No. DIAC-002/00US 310303-2002

Date: 8/13/2010By: Lurong Zhang  
Lurong ZHANGState of Florida )  
County of Alachua ) ss.

On August 13, 2010 before me, Suzanne Scheraga Notary Public, personally appeared Lurong Zhang, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 5/24/2011



Attorney Docket No. DIAC-0012/00115 310303-2002

Date: 8/28/2010

By

[Signature]  
[Name] ZHANG

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public,

Public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Here

My Commission Expires: \_\_\_\_\_

U.S. 18 x 18