

Form PTO-1595 (Modified)

05-15-1998



100710825

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lynn M. Kimball
Laura J. Bauer
William V. Fowler
Laurie E. Lynch

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

2. Name and address of receiving party(ies):

Name: Optical Sensors Incorporated
Internal Address: 7615 Golden Triangle Drive
Street Address: Technology Park Five
City: Minneapolis State: MN ZIP: 55344

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: 4/21/98, 4/20/98, 4/20/98 & 4/21/98, respectively

4. Application numbers(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/991,395

B. Patent No.(s)

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

Name: Kenneth Barovsky
Street Address: BOZICEVIC & REED LLP
285 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

Telephone: (650) 327-3400
Fax: (650) 327-3231

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account No. 18-0580

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 with regards to this correspondence.

05/13/1998 SSMITH 00000296 08991395

DO NOT USE THIS SPACE

01 F:581

40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kenneth Barovsky, Reg. No. 36,442
Name of Person Signing

Signature

Date

25 April 1998

Total number of pages comprising cover sheet 1

ASSIGNMENT

JOINT

THIS ASSIGNMENT, by Lynn M. Kimball, Laura J. Bauer, William V. Fowler and Laurie E. Lynch (hereinafter referred to as the assignors), residing at Robbinsdale, MN, Edina, MN, Minneapolis, MN and Eden Prairie, MN respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in MEMBRANES AND OPTICAL SENSORS MADE THEREWITH HAVING IMPROVED BARRIER PROPERTIES set forth in an application for Letters Patent of the United States, bearing Serial No. 08/991,395 and filed on December 16, 1997; and

WHEREAS, OPTICAL SENSORS INCORPORATED a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 7615 Golden Triangle Drive, Technology Park Five, Minneapolis, MN 55344 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application. or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the

said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date 4-21-98 Name of Inventor Lynn M. Kimball
Lynn M. Kimball

Date 20 Apr 98 Name of Inventor Laura J. Bauer
Laura J. Bauer

Date 20 Apr 98 Name of Inventor William V. Fowler
William V. Fowler

Date 21 Apr 98 Name of Inventor Laurie E. Lynch
Laurie E. Lynch