

09-18-1998



100830468

FR SHEET
Y

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

1. Name of conveying party(ies):

a) Alan MANDLER b) Marsh CHAMBERLAIN
c) Gary L. ALLEN d) Luis De LUZURIAGA
e) Donald KENNEL

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

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

Name: Bayer Corporation
(a corporation of Indiana)

Address: 511 Benedict Avenue
Tarrytown, New York 10591-5097

9-11-98

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: a) August 19, 1998 b) August 24, 1998
c) August 31, 1998 d) August 31, 1998 e) September 1, 1998

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

4. Application number(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) 09/115,129

B. Patent No.(s) _____

Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

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

Enclosed

All or any deficiency is authorized to be charged to Deposit Account

8. Deposit Account No. 15-0665
(Attach duplicate copy of this page if paying by deposit account)

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

Marc J. Pensabene

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 Fifth Avenue
New York, New York 10103-0001

09/16/1998 TTON11 00000203 09115129

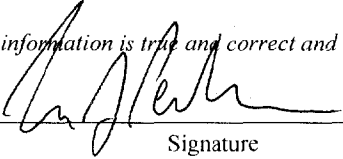
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DO NOT USE THIS SPACE

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.

Marc J. Pensabene  September 9, 1998
Name of Person Signing Signature Date

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

ASSIGNMENT

WHEREAS, the undersigned, Alan Mandler, residing at 844 S. Plymouth Boulevardx, Los Angeles, CA 90005, Marsh Chamberlain, residing at 8185 Ramsgate Drive, Granite Bay, CA 95746, Gary L. Allen, residing at RD4, Box 684, nelson Road, Monroe, NY 10950, Luis de Luzuriaga, residing at 38 Collinswood Road, Wilton, CT 06897, and Donald Kennel, residing at 65 Halley Drive, Pomona, NY 10970, each citizens of the United States of America, have invented improvements in a

USER INTERFACE FOR A BIOMEDICAL ANALYZER SYSTEM

and having executed concurrently herewith an, application for United States Patent describing the said improvements and based thereon, said application having been filed in the United States Patent and Trademark Office on July 14, 1998 as Serial No. 09/115,129;

WHEREAS, Bayer Corporation, a corporation of the State of Indiana, having an office at 511 Benedict Avenue, Tarrytown, New York 10591-5097, U.S.A (hereinafter called "the Assignee"), desires to acquire said invention:

THEREFORE, for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, we do hereby sell, assign and transfer to the Assignee our entire right, title and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said invention, and in and to said application (which term shall include hereinafter, where the context so admits, all divisional, continuing, reissue and other patent applications based thereon and all applications the priority of which is claimed therein) and the improvements (which term shall include each and every such improvement or invention, or any part thereof) therein described, and any and all

patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said invention, said improvements or said application;

And for the same consideration we do also hereby sell, assign and transfer to the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said invention, said improvements and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said invention and improvements in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;


And for the same consideration we do hereby jointly and severally agree for ourselves and for our heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, division, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said invention, said improvements, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said invention or improvements;

And we do hereby covenant for ourselves and for our legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said improvements to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said improvements has not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.


IN WITNESS WHEREOF, we have each set our hand and seal hereunto on the date(s) specified below.

Aug. 19, 1998
Date


Alan Mandler

State of CALIFORNIA)
 LOS)ss.:
County of ANGELES)

On this 19th day of August, 1998, before me personally appeared Alan Mandler, to me personally known and known to be the person who executed the foregoing Assignment and acknowledged the same to be his free act and deed.


MARIANO G. AOANAN
Notary Public
In And For Said State



8/24/98
Date

Marsh Chamberlain
Marsh Chamberlain

State of California)
County of Placer)ss.:

On this 24th day of August, 1998, before me personally appeared Marsh Chamberlain, to me personally known and known to be the person who executed the foregoing Assignment and acknowledged the same to be his free act and deed.



Bilal Sadek
Notary Public

8/31/98
Date

Gary L. Allen
Gary L. Allen

State of NEW YORK)
County of WESTCHESTER)ss.:

On this 31 day of AUGUST, 1998, before me personally appeared Gary L. Allen, to me personally known and known to be the person who executed the foregoing Assignment and acknowledged the same to be his free act and deed.

BENITA D. BEISLER
Notary Public, State of New York
No. 4781626
Qualified in Westchester County
Commission Expires May 31, 1999

Benita D. Beisler
Notary Public

8/31/98
Date

Luis DeLuzuriaga
Luis DeLuzuriaga

State of NEW YORK)
County of WESTCHESTER)ss.:

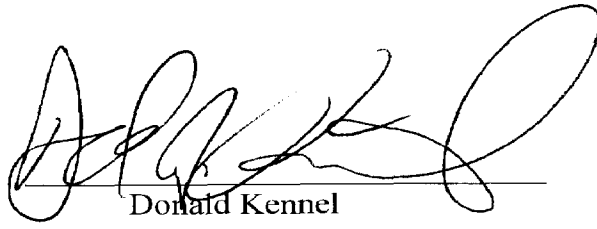
On this 31 day of AUGUST, 1998, before me personally appeared Luis DeLuzuriaga, to me personally known and known to be the person who executed the foregoing Assignment and acknowledged the same to be his free act and deed.

Benita D. Beisler
Notary Public

BENITA D. BEISLER
Notary Public, State of New York
No. 4781626
Qualified in Westchester County
Commission Expires May 31, 1999

9/1/98

Date


Donald Kennel

State of PENNSYLVANIA)

County of ALLEGHENY)ss.:

On this 1st day of SEPTEMBER, 1998, before me personally appeared Donald Kennel, to me personally known and known to be the person who executed the foregoing Assignment and acknowledged the same to be his free act and deed.


Notary Public

Notarial Seal
Paula Coyne, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 16, 2000
Member, Pennsylvania Association of Notaries