

MRD 10-23-98

FORM PTO-1595
1-31-92

OCT 23 1998

REC

10-30-1998



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100865632

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

<p>1. Name of conveying party(ies):</p> <p>Robert J. NELSON; Herbert H. HOOPER; Alan K. HAUSER; Sharat SINGH; Stephen J. WILLIAMS; Alexander P. SASSI</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>ACLARA BioSciences, Inc.</u></p> <p>Internal Address: _____</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>10/8/98; 10/9/98; 10/14/98</u></p>	<p>Street Address: <u>3906 Trust Way</u></p> <p>City: <u>Hayward</u></p> <p>State: <u>CA</u> Zip: <u>94545</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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: _____

<p>A. Patent Application No. (s)</p> <p>USSN 09/018,918 filed 2/5/98</p>	<p>B. Patent No. (s)</p>
--	--------------------------


Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>EDWARD N. BACHAND</u></p> <p>Internal Address: <u>FLEHR HOHBACH TEST</u> <u>ALBRITTON & HERBERT LLP</u></p> <p>Street Address: <u>SUITE 3400</u> <u>FOUR EMBARCADERO CENTER</u></p> <p>City: <u>SAN FRANCISCO</u></p> <p>State: <u>CA</u> Zip: <u>94111-4187</u></p>	<p>6. Total number of applications and patents involved: (1)</p> <p>7. Total fee (37 CFR 3.41):.....\$ 40.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>06-1300</u> Please debit any underpayment or credit any overpayment to the above deposit account.</p> <p>Our Order No. _____</p>
--	---

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.

EDWARD N. BACHAND  October 19, 1998

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [4]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Honorable Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

File No. A-62855-2/RFT/ENB SOAN-008-2 Rev. 8/93 120513

10/27/1998 LSNEED 00000002 061300 09018918
03 FC:581 40.00 OP

PATENT
REEL: 9539 FRAME: 0059

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

- (1) ROBERT J. NELSON _____, (2) HERBERT H. HOOPER _____,
- (3) ALAN K. HAUSER _____, (4) SHARAT SINGH _____,
- (5) STEPHEN J. WILLIAMS _____, (6) ALEXANDER P. SASSI _____,

(hereinafter termed "Inventors"), residents of

- (1) Alameda _____, (2) Belmont _____,
- (3) Palo Alto _____, (4) San Jose _____,
- (5) Burlingame _____, (6) Berkeley _____,

respectively, Counties of

- (1) Alameda _____, (2) San Mateo _____,
- (3) Santa Clara _____, (4) Santa Clara _____,
- (5) San Mateo _____, (6) Alameda _____,

respectively, States of

- (1) California _____, (2) California _____,
- (3) California _____, (4) California _____,
- (5) California _____, (6) California _____,

respectively, have invented certain new and useful improvements in

INTEGRATED MICROFLUIDIC DEVICES

and have executed an application for a United States patent disclosing and identifying the invention on the 5th day of February, 1998; and having Serial No. 09/018,918 and filing date of February 5, 1998; and

WHEREAS, ACLARA BioSciences, Inc. _____ a corporation of the State of Delaware, having a place of business at 3906 Trust Way, Hayward, CA 94545, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said

invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

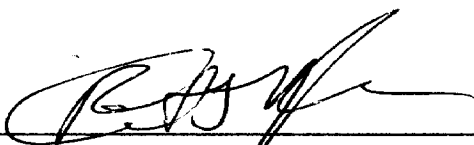
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 14th day of October, 1998, (2) 8th day of October, 1998,
(3) 8th day of October, 1998, (4) 9th day of October, 1998,
(5) 8th day of October, 1998, (6) 8th day of October, 1998,
respectively.

Date 10/14/98

(1) 
ROBERT B. NELSON

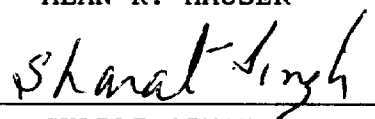
Date 10/15/98

(2) 
HERBERT H. HOOPER

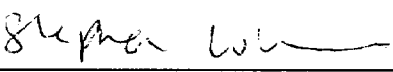
Date 10-8-98

(3) 
ALAN K. HAUSER

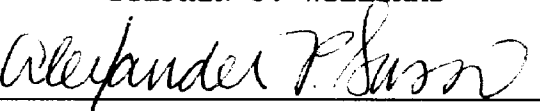
Date 10-9-98

(4) 
SHARAT SINGH

Date 10-8-98

(5) 
STEPHEN J. WILLIAMS

Date 10-8-98

(6) 
ALEXANDER P. SASSI