•	IORMPTO-1595 US DEPARTMENT OF COMM			
	To the Honorable Commissioner of Lawiss and Hauemarks:	101098148 her of racins and Trademarks: Please record the attached original documents or copy thereof.		
	1. Name of conveying party(ies):	2. Name and address of receiving party(ies):		
	JBL Scientific, Inc.	Name: JBL Acquisition Corp. Address: 2800 Woods Hollow Road Madison, WI 53711-5399		
	Additional name(s) of conveying party(ies) attached? Tyes X No			
	 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other: Execution Date: May 10, 1999 	Additional name(s) and 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)	B. Patent No.(s)		
	09/118,220	5.424.440		
		Additional numbers attached? 🔲 Yes 🛛 No		
	 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and patents involved: 2		
	Name: Grady J. Frenchick MICHAEL BEST & FRIEDRICH LLP	 7. Total fee (37 CFR 3.41): \$80.00 ☑ Enclosed 		
	Address: One South Pinckney Street, Suite 700 P. O. Box 1806 Madison, WI 53701-1806	 Authorized to be charged to deposit account 8. Deposit Account No.: 50-0842 		
	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. Grady J. Frenchick 7/14/99			
	Name of Person Signing	Signature Date Total number of pages comprising cover sheet: 4		
21/1999 MTH C:581	Do not deta 30.00 OP Mail documents to be recorded with required cover sheet information to:	nch this portion		
	Commissione Box Assignme Washington,			
	for reviewing the document and gathering the data needed, and com	ce of Information Systems, PK2-1000C, Washington, DC 20231, and		

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ASSIGNMENT

Whereas, JBL SCIENTIFIC, INC., a corporation of the State of Delaware (hereinafter "JBL") is the sole and exclusive owner, by assignment of the JBL inventors, of the original United States patents and patent applications (and corresponding foreign patent applications and patents) listed in Attachment C-1 attached hereto and incorporated by reference herein;

Whereas, JBL ACQUISITION CORP., a Delaware Corporation (hereinafter "JBLAC") is desirous of acquiring all right, title and interest in, to and under said patents, patent applications, and corresponding foreign patents and patent applications set forth in Attachment C-1 and the inventions covered thereby.

1. Now therefore, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by JBLAC and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JBL has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to JBLAC the inventions, patents and patent applications aforesaid and any patents issuing on said applications to be granted, the same to be held and enjoyed by JBLAC for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which the said patents are or may be granted as fully and entirely as the same would have been held and enjoyed by JBL if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. And, for the consideration aforesaid, JBL materially represents to JBLAC, its successors and assigns, that at the time of the execution and delivery of these presents, it is the lawful owner of the entire right, title and interest in and to the inventions, patent applications and patents above mentioned, and that the same are unencumbered and not

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licensed to any other party and that JBL has good right and lawful authority to sell and convey the same in the manner herein set forth.

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3. JBL hereby requests the Honorable Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this instrument in respect to each of the above identified United States patent and patent application in favor of the assignee, JBLAC, as the assignee thereof.

4. And, JBL hereby agrees to execute any further assignment documents as may be necessary to effect the assignment or recording of the assignment of the corresponding patents and patent applications in other countries and hereby covenants that it has full right to convey the entire interests herein assigned and that its has not executed, and will not execute, any agreements inconsistent herewith.

JBL SCIENTIFIC, INCOR

Date

Dated:

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Attest:

NINVOL STATE OF WISCONSIN) NINVAL)ss. COUNTY OF DANE)

On this <u>lo</u> day of <u>Mac</u>, 1999, before me appeared <u>Kenneth 6 Kacces</u> to me perfonally known, who, being by me duly sworn, did say that he is the <u>of JBL Scientific, Inc.</u>; that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said <u>acknowledged said instrument to be the free act and deed</u> of said corporation.

Notary Public

DOROTHY C. PANETZA Notery Public, State of New York No. 4937010 Qualified in Suffok County Commission Expires July 11, 1988

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ATTACHMENT C-1

Country/No.	Inventors	Title	Issue/Date
U.S./5,424,440	Klem et al.	Fluorescent Benzothiazole Deritives	June 13, 1995
PCT Application WO 90/00618 EP (all States), AU, CA, JP & NZ			
U.S. 09/118,220	Brown et al.	Fluorescent Dibenzazde Derivatives and Methods Related Thereto	Pending - Filed July 17, 1998

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