Paperwork Reduction Project, (0651-0011(, Washington, D.C. 20503

REEL: 010478 FRAME: 0864

## ASSIGNMENT

WHEREAS, Charles Fendrock hereinafter called the "Assignor", has made the invention described in the United States patent application entitled LUMINOUS GLUCOSE MONITORING DEVICE executed by Assignor on the same date as this Assignment, Assignor hereby authorizes and requests the attorney(s) listed on the Power of Attorney filed in this case to insert here in parentheses (Application number 09/362,205 filed July 28, 1999) the filing date and application number of said application when known;

WHEREAS, Abbott Laboratories, a corporation organized and existing under the laws of Illinois, having a place of business at Abbott Park, Illinois 60064, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and to the patent application identified above, and all patents, foreign and domestic, which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and elsewhere in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States and elsewhere; together with the entire right,

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title and interest in and to said invention and all patent applications, patents, utility models and designs therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications, patents, utility models and designs defined above; to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representative, that Assignor has the full right to convey the itnerest assigned by this Assignment; and that the Assignor will assist the Assignee in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in enforcement of any rights arising out of this Assignment; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby

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authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED: 20 SEPT 99

Charles Fendrock

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PATENT RECORDED: 12/13/1999 REEL: 010478 FRAME: 0867