

MRO 2-1400

FORM PTO-1595

03-21-2000

U.S. DEPARTMENT OF COMMERCE
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R SHEET

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Attorney's Docket No. 018176-001

OPR/FINANCE
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mercury Diagnostics, Inc.

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

3. Nature of conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name

Other: _____

Execution Date: September 1, 1999

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

Name: AMIRA MEDICAL

Address: 4742 Scotts Valley Drive

Scotts Valley, CA 95066

Additional name(s) & address(es) attached? [] Yes [X] 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)

09/229,108

B. Patent No.(s)

Additional numbers attached? [X] Yes [] No

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

Name: T. Gene Dillahunt

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 29

7. Total fee (37 CFR 3.41): \$ 1,160.00

[X] Enclosed

[X] Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

03/22/2000 DCOATES 00000077 09229108

01 FC:581

1160.00 BP

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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.

T. Gene Dillahunt
Name of Person Signing

T. Gene Dillahunt
Signature

February 8, 2000
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ATTACHMENT TO PTO-1595; PART 4A -- ADDITIONAL NUMBERS FOR:

ASSIGNMENT FROM MERCURY DIAGNOSTICS, INC. TO AMIRA MEDICAL

| <u>U.S. SERIAL NO.</u> | <u>FILING DATE</u> |
|------------------------|--------------------|
| 09/273,532 | MARCH 22, 1999 |
| 09/411,237 | OCTOBER 4, 1999 |
| 09/180,839 | MAY 10, 1999 |
| 09/204,909 | DECEMBER 3, 1998 |
| 08/876,812 | JUNE 17, 1997 |
| 09/281,920 | MARCH 31, 1999 |
| 09/228,814 | JANUARY 11, 1999 |
| 09/323,277 | JUNE 1, 1999 |
| 08/857,335 | MAY 16, 1997 |
| 09/238,158 | JANUARY 28, 1999 |
| 09/238,416 | JANUARY 28, 1999 |
| 09/298,386 | APRIL 23, 1999 |
| 09/238,140 | JANUARY 28, 1999 |
| 09/306,994 | MAY 7, 1999 |
| 09/401,062 | SEPTEMBER 22, 1999 |
| 09/164,212 | SEPTEMBER 30, 1998 |
| 08/963,674 | OCTOBER 31, 1997 |
| 09/190,301 | NOVEMBER 13, 1998 |
| 09/285,021 | APRIL 1, 1999 |
| 09/215,686 | DECEMBER 18, 1998 |
| 09/104,749 | JUNE 25, 1998 |
| 09/066,784 | APRIL 28, 1998 |
| 09/391,002 | SEPTEMBER 7, 1999 |
| 09/206,641 | DECEMBER 7, 1998 |
| 29/097,453 | DECEMBER 7, 1998 |
| 29/099,015 | JANUARY 11, 1999 |
| 29/100,630 | FEBRUARY 16, 1999 |
| 90/005,478 | SEPTEMBER 7, 1999 |

ASSIGNMENT

THIS ASSIGNMENT, effective the 1st day of September, 1999 by MERCURY Diagnostics, Inc., a corporation duly organized under and pursuant to the laws of California (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is owner of the following United States patent applications relating to the inventions and improvements described therein:

| <u>U.S. SERIAL NO.</u> | <u>FILING DATE</u> | <u>U.S. SERIAL NO.</u> | <u>FILING DATE</u> |
|------------------------|--------------------|------------------------|--------------------|
| 09/229,108 | JANUARY 11, 1999 | 09/401,062 | SEPTEMBER 22, 1999 |
| 09/273,532 | MARCH 22, 1999 | 09/164,212 | SEPTEMBER 30, 1998 |
| 09/411,237 | OCTOBER 4, 1999 | 08/963,674 | OCTOBER 31, 1997 |
| 09/180,839 | MAY 10, 1999 | 09/190,301 | NOVEMBER 13, 1998 |
| 09/204,909 | DECEMBER 3, 1998 | 09/285,021 | APRIL 1, 1999 |
| 08/876,812 | JUNE 17, 1997 | 09/215,686 | DECEMBER 18, 1998 |
| 09/281,920 | MARCH 31, 1999 | 09/104,749 | JUNE 25, 1998 |
| 09/228,814 | JANUARY 11, 1999 | 09/066,784 | APRIL 28, 1998 |
| 09/323,277 | JUNE 1, 1999 | 09/391,002 | SEPTEMBER 7, 1999 |
| 08/857,335 | MAY 16, 1997 | 09/206,641 | DECEMBER 7, 1998 |
| 09/238,158 | JANUARY 28, 1999 | 29/097,453 | DECEMBER 7, 1998 |
| 09/238,416 | JANUARY 28, 1999 | 29/099,015 | JANUARY 11, 1999 |
| 09/298,386 | APRIL 23, 1999 | 29/100,630 | FEBRUARY 16, 1999 |
| 09/238,140 | JANUARY 28, 1999 | 90/005,478 | SEPTEMBER 7, 1999 |
| 09/306,994 | MAY 7, 1999 | | |

WHEREAS, AMIRA MEDICAL, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 4742 SCOTTS VALLEY DRIVE, SCOTTS VALLEY, CA 95066 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said United States patent applications and the inventions and improvements described therein, the right to file applications on said inventions and improvements and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.


NOW, THEREFORE, in view of good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does 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 United States patent applications, the inventions and improvements disclosed therein, the right to file applications on said inventions and improvements and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to any of said patent applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property and the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf 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 Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said patent applications, above-mentioned, and that the same are unencumbered except as known to Assignee and which Assignee accepts this Assignment subject to such encumbrances, if any, and that the Assignor has 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 Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reexamination, reissue or extension of any Letters Patent or Patents 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 or Patents for said inventions, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said patent applications, inventions and improvements, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

MERCURY DIAGNOSTICS, INC. (Assignor)



Karen R. Drexler, President & CEO