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To the Honorable commissioner of Patents and
Please record the attached original document

1. Name of conveying party(ies):

Julian D. Warhurst and
Andrew F. Zaayenga

12/19/00

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 19, 2000

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

Name: TekCel, Inc.

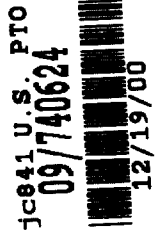
Street Address: 116 South Street

City: Hopkinton

State: MA Zip: 01748

9/740624

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)

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name: Michael E. Attaya, Esquire
Cesari and McKenna, LLP
Street Address: 88 Black Falcon Avenue

City: Boston State: MA Zip: 02210

6. Total number of applications and patents involved:..... 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

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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.

Name of Person Signing
Michael E. Attaya, Esquire

Signature

Date: December 19, 2000

Total number of pages comprising cover sheet:

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DEC-19-2000 TUE 09:29 AM CESARI AND MCKENNA, LLP FAX NO. 6179513927

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PATENTS
107047-0003

ASSIGNMENT

Whereas We, Julian D. Warhurst, whose residence address is 58 Indian Brook Road, Ashland, MA 01721, and Andrew F. Zaayenga, whose residence address is 1730 West Circle Drive, Martinsville, NJ 08836, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled MICROPLATE COVER ASSEMBLY, identified by Cesari and McKenna File No. 107047-0003, which application was executed by us on Dec 19 2000; and

Whereas TekCel, Inc., whose address is 116 South Street, Hopkinton, MA 01748, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited:

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to

