

03-29-2001

FORM PTO-1595  
1-31-92

F



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101652067

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

1. Name of conveying party(ies):

Bunsen Rush Laboratories, Inc.

Additional name(s) of conveying party(ies) attached? ( ) YES (X) NO

3. Nature of Conveyance:

- Assignment      ( ) Merger
- Security Agreement
- Change of Name
- Other:

Execution Date(s): February 15, 2001

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

Name: BRL Screening, Inc.

Street Address: 6166 Nancy Ridge Drive

City: San Diego

State: CA

ZIP: 92121

Additional name(s) & address 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)

B. Patent No.(s)

US 5,462,856

US 5,601,992

US 6,051,386

Additional numbers attached? ( ) YES (X) NO

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

Name: Ann A. Nguyen

Internal Address: BRL SCREENING, INC.

6166 Nancy Ridge Drive

San Diego, CA 92121

Street Address: BRL SCREENING, INC.

6166 Nancy Ridge Drive

San Diego, CA 92121

6. Total number of applications and patents involved:

Three (3)

7. Total fee (37 CFR 3.41):.....\$120.00

( ) Enclosed

Authorized to be charged to Deposit Account  
Number 50-1441

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 50-1441

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.

Ann A. Nguyen/46,087

Name of Person Signing/Reg. No.

Signature

February 27, 2001

Date

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

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

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

03/28/2001 GTON11

00000250 501441

5462856

01 EC 501

120.00 CH

PATENT  
REEL: 011620 FRAME: 0323

**ASSIGNMENT**

WHEREAS, **Bunsen Rush Laboratories, Inc.**, hereinafter referred to as the ASSIGNOR, a Corporation of **Connecticut**, having its principal place of business at **Suite 125, 270 Amity Road, Woodbridge, CT 06525** is the owner of certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patent have been issued, having **U.S. Patent No. 5,462,856**; and

WHEREAS, **BRL Screening, Inc.**, hereinafter referred to as the ASSIGNEE, a corporation of **Delaware**, having its principal place of business at **6166 Nancy Ridge Drive, San Diego, CA 92121**, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has, effective February 15, 2001, sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for Patent property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

**Bunsen Rush Laboratories, Inc.**

By: Ethan A. Lerner  
Ethan A. Lerner

Its: Ethan A. Lerner  
Vice President

Charlestown, Massachusetts  
: SS

COUNTY OF: Suffolk

On this 15 day of February, year of 2001, before me, the undersigned officer, personally appeared before me, who acknowledged himself/herself to be the Vice President of Bunsen Rush Laboratories a corporation, and that he/she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Vice President

ELIZABETH L. THOMPSON  
Notary Public  
My Commission Expires  
January 6, 2006

Elizabeth L. Thompson

Notary Public

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WHEREAS, **BRL Screening, Inc.**, hereinafter referred to as the ASSIGNEE, a corporation of **Delaware**, having its principal place of business at **6166 Nancy Ridge Drive, San Diego, CA 92121**, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has, effective February 15, 2001, sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

Notary Public

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for Patent property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

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**Bunsen Rush Laboratories, Inc.**

By: Ethan A. Lerner  
Ethan A. Lerner

Its: Ethan A. Lerner  
Vice President

Charlestown, Massachusetts  
: SS

COUNTY OF: Suffolk

On this 15 day of February, year of 2001, before me, the undersigned officer, personally appeared before me, who acknowledged himself/herself to be the Vice President of Bunsen Rush Laboratories a corporation, and that he/she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Vice President.

ELIZABETH L. THOMPSON  
Notary Public  
My Commission Expires  
January 6, 2006

Elizabeth L. Thompson

Notary Public

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Charlestown, Massachusetts  
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ELIZABETH L. THOMPSON  
Notary Public  
My Commission Expires  
January 6, 2004

Elizabeth L. Thompson

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