

06-01-2001

Form PTO-1595 6/93

ce, U.S. Patent and Trademark Office

5/24/01



101737425

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

1. Name of conveying party(ies):

CHARLES R. CARPENTER, DIANA N. SANDS,  
KAREN E. PLANTE, AND BRENT M. NELSON

Additional name(s) of conveying party(ies) attached?  yes  no

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

Name: IDEXX Laboratories, Inc.

Street Address: One IDEXX Drive

City: Westbrook State: ME Zip Code: 04092

Country: U.S.A.

Additional name(s) & address(es) attached?  yes  no

3. Nature of Conveyance:

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

Execution Date(s): April 18, 2001

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): 09/746,821

B. Patent No(s).

Additional numbers attached?  yes  no

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

Name: HOWREY SIMON ARNOLD & WHITE, LLP

Internal Address:

Street Address: 301 Ravenswood Avenue, Box 34

City: Menlo Park, CA 94025

6. Total number of applications and patents involved  
One

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account Number: #08-3038  
Our File #: 03604-0048-NPUS00

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.*

Mary S. Consalvi  
Registration No. 32,212

Mary S. Consalvi  
Signature

May 17 2001  
Date

Total number of pages including cover sheet, attachments and document 7

OMB NO. 0651-0011 (exp.4/94)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 011840 FRAME: 0012

**ASSIGNMENT**

WHEREAS, we, **Charles R. Carpenter, Diana N. Sands, Karen E. Plante and Brent M. Nelson**, being citizens of the United States of America, residing at **175 Holmes Road, Scarborough Maine 04074; 36 Lincoln Street, Bath, Maine 04530; RR #2, Box 1027, Limington, Maine 04049; and 35 Foster Street, Westbrook Maine 04092**, respectively, have made new and useful improvements in **METHODS FOR THE CALIBRATION OF ANALYTE ASSAYS** for which an application for Letters Patent of the United States was filed on **December 22, 2000** as Application No. **09/746,821**.

WHEREAS, **IDEXX Laboratories, Inc.**, having a place of business at **One IDEXX Drive, Westbrook, Maine 04092**, and who, together with its successors and assigns (“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 reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, including all claims, if any, for infringement prior to the date of this assignment, the inventions and discoveries described therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, 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, 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 for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

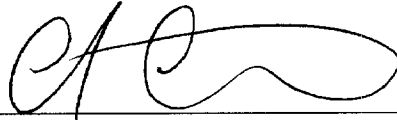
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may 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 to 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 Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of

April, 2001.



**Charles R. Carpenter**

STATE OF MAINE

COUNTY OF CUMBERLAND

SS: 374 54 1750

On this 18<sup>th</sup> day of April, 2001, before me personally appeared **Charles R. Carpenter**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

  
**REGINA C. HARNOIS**  
NOTARY PUBLIC

My Commission Expires:

REGINA C. HARNOIS  
Notary Public, Maine  
My Commission Expires May 18, 2006

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of

April, 2001.

Diana N. Sands  
**Diana N. Sands**

STATE OF MAINE

COUNTY OF CUMBERLAND

SS: 018-52-9118

On this 18<sup>th</sup> day of April, 2001, before me personally appeared **Diana N. Sands**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

Regina C. Harnois  
NOTARY PUBLIC

My Commission Expires:

REGINA C. HARNOIS  
Notary Public, Maine  
My Commission Expires May 18, 2006

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of

April, 2001.

Karen E. Plante  
Karen E. Plante

STATE OF MAINE

COUNTY OF CUMBERLAND

SS: 005-66-9947

On this 18<sup>th</sup> day of April, 2001, before me personally appeared **Karen E. Plante**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

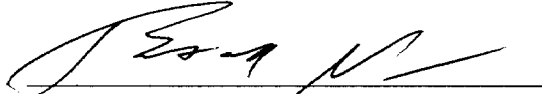
Regina C. Harnois  
NOTARY PUBLIC

My Commission Expires:

REGINA C. HARNOIS  
Notary Public, Maine  
My Commission Expires May 18, 2006

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of

April, 2001.

  
Brent M. Nelson


STATE OF MAINE

COUNTY OF CUMBERLAND

SS: 005-82-8375

On this 18<sup>th</sup> day of April, 2001, before me personally appeared **Brent M. Nelson**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

  
NOTARY PUBLIC  
REGINA C. HARNOIS  
Notary Public, Maine  
My Commission Expires May 18, 2006

My Commission Expires: