

06-12-2001



ET

Attorney Docket Numbers

9676-298 and 9676-299

101746379

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof.

5.25.01

1. Name of conveying party(ies):

BIOSPHERE MEDICAL, INC.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: May 24, 2001

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

Name: INVITROGEN CORPORATION, INC.

Address: 9800 Medical Center Drive
Rockville, Maryland 20850

Country (if other than USA):

40E

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) 5,486,293 and 5,609,763Additional numbers attached? ☐ Yes ☒ No

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

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 200066. Number of applications and patents involved: 27. Total fee (37 CFR 3.41):.....\$ 80.00
Please charge to the deposit account listed in Section 8.8. Deposit account number:
16-1150

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.

B. Gary Zhang, Reg. No. 47,331

For: Anthony M. Insogna, Reg. No. 35,203

Name of Person Signing and Reg. No.

Signature

Date

May 25, 2001

Total number of pages including cover sheet:

3

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

06/11/2001 6TOM11 00000183 161150 5486293

01 FC:581

80.00 CH

DC1 - 291745.1

PATENT
REEL: 011869 FRAME: 0909

ASSIGNMENT

WHEREAS, pursuant to a Purchase Agreement dated May 17, 1999, by and between BioSeptra, Inc. ("BioSeptra"), a Delaware corporation, and Life Technologies, Inc. ("LTI"), having offices at 9800 Medical Center Drive, Rockville, Maryland 20850 ("the Agreement"), BioSeptra sold, assigned and transferred certain patent rights to LTI;

WHEREAS, pursuant to the Agreement, certain patents and patent applications were assigned by BioSeptra to LTI and such assignments were recorded with the United States Patent and Trademark Office;

WHEREAS, Invitrogen Corporation, having offices at 9800 Medical Center Drive, Rockville, Maryland 20850, is the successor of LTI;

WHEREAS, BioSphere Medical, Inc., having offices at 1050 Hingham Street, Rockland, Massachusetts 02370, is the successor of BioSeptra;

WHEREAS, pursuant to the Agreement, including the "Cross-License Agreement" executed by LTI and BioSeptra on the same day, BioSphere Medical, Inc. ("ASSIGNOR"), for good and valuable consideration, including the cost, from May 17, 1999 to date, associated with maintaining and prosecuting the patents and patent applications herein assigned, and a license to LTI Technology and all LTI Improvements within the BioSeptra Field, as defined in the Agreement, including the "Cross-License Agreement," the receipt of which are hereby acknowledged, hereby sells, assigns, transfers and sets over, unto Invitrogen Corporation, Inc. (hereinafter "ASSIGNEE") its entire right, title and interest in, to and under:

U.S. Patent No. 5,486,293 entitled "Removal of Small Exogenous Molecules From Biological Fluids, issued January 23, 1996, by Boschetti, Girot and Guerrier;

U.S. Patent No. 5,609,763 entitled "Porous Support for the Removal of Small Exogenous Molecules From Biological Fluids, issued March 11, 1997 by Boschetti, Girot and Guerrier;

including, but not limited to, any and all divisions, continuations or foreign counterparts thereof, and in and to any and all reissues or extensions thereof, including the rights of priority and the right to sue for and collect damages for past infringement; to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made, including all rights to priority and the right to sue and collect damages for past infringement.

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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue all Letters Patent arising hereunder to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR further covenants and agrees that it will use its best efforts to communicate or cause its employees, agents or representatives to communicate to said ASSIGNEE, its successors, legal representatives or assigns any facts known to it relating to said invention, patent application or patent, and that the undersigned will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns at the sole cost and expense of the ASSIGNEE, its successors, legal representatives or assigns, to perfect title to said inventions, to said applications including divisions, continuations, reissues, extensions, additions, and renewals thereof and to any and all Letters Patent which have been or may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent for said inventions in the United States and worldwide; or otherwise recording the terms or effecting the purposes hereof.

By: Jae Tan R. Neri

PATENT
REEL: 011869 FRAME: 0911