

07-25-2001



101787986

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

1. Name of conveying party(ies): 7-3-01  
 Robert K. DiNello, Alan J. Polito, Stella S. Quan  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
**Name: PraxSys BioSystems, Inc.**  
**Street Address: 12945 Alcosta Blvd.**  
  
**City/State/Zip: San Ramon, CA 94583**  
 Additional name(s) & address(es) attached?  
 Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
 Execution Date: 6/27/01

4. Application number(s) or patent number(s): 09/823,868  
 If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/823,868 B. Patent No.(s):  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Name: David J. Weitz**  
**Internal Address: FH 1-2**  
**Wilson Sonsini Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, CA 94304-1050**

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 number: 23-2415  
 (Attorney Docket No.: 22203-712)

**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.*

David J. Weitz, Reg. No. 38,362  
 Name of Person Signing

*David J. Weitz*  
 Signature

July 2, 2001  
 Date

Total number of pages including cover sheet, attachments, and document: [3]

07/24/2001 LMUELLER 00000166 232415 09823868  
 01 FC:581 40.00 CH

ASSIGNMENT OF APPLICATION

Docket Number 22203-712

Whereas, the undersigned:

- 1. DINELLO, Robert K. Hayward, CA
- 2. POLITO, Alan J. Danville, CA
- 3. QUAN, Stella S. Moraga, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

PREWETTING STOP FLOW TEST STRIP

- for which an application for United States Patent was filed on March 30, 2001, Application No. 09/823,868
- for which an application for a United States Patent was executed on \_\_\_\_\_, and

WHEREAS, PraxSys BioSystems, Inc., having a place of business at 12945 Alcosta Blvd., San Ramon, CA 94583, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 6/27/01

Robert K. DiNello  
Robert K. DiNello

Date: 6/27/01

Alan J. Polito  
Alan J. Polito

Date: 6/27/01

Stella S. Quan  
Stella S. Quan

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

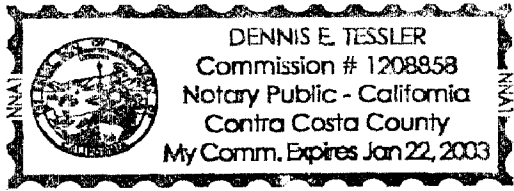
County of Contra Costa } ss.

On June 27, 2001, before me, Dennis E. Tessler Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert K. DiNello, Alan J. Polito and Stella Guan,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Dennis E. Tessler  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Prewetting Strip Flow Test Strip

Document Date: March 30, 2001 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

