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Docket No. 109763-10

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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Patent and Trademark Office, Washington, D.C. 20503. Enclosed original documents or copy thereof.

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| 1. Name of conveying party(ies): Introtech Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party: Name: <u>Progeny Systems, LLC</u> Internal Address: <u>6363 Greenwich Drive, Suite 220</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92122</u> Street Address: <u>6363 Greenwich Drive, Suite 220</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92122</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 1, 1999</u> | | | |
| 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): <u>09/622,627</u> B. Patent No(s): _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Troy M. Schmelzer</u> Address: Procopio, Cory, Hargreaves & Savitch LLP 530 B Street, Suite 2100 San Diego, CA 92101-4469 | | 6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Charge this Deposit Account if any additional fee is required 8. Deposit Account Number: _____ | |

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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.

Troy M. Schmelzer
 Troy M. Schmelzer, Reg No. 36,667

Date: 11/20/01

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Introtech, a California general partnership ("Assignor"), does hereby assign to Progeny Systems, LLC, a California limited liability company ("Assignee"), and Assignee does hereby accept the assignment by Assignor of, any and all of Assignor's right, title and interest in and to any and all intellectual property (including without limitation patent rights, trade secret rights, and copyrights) Assignor currently possesses relating to sperm analyzers for use with animal species and replaceable capillaries for use in connection therewith, including, without limitation, all right, title and interest in and to the improvements disclosed in U.S. Patent Application No. 60/075,216 filed February 19, 1998 and Patent Cooperation Treaty Application No. PCT/US 99/03669 filed February 19, 1999 entitled Sperm Analysis System, together with all right, title and interest in and to said patents and all applications claiming priority thereto, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof (collectively, the "Invention"). At any time and from time to time hereafter, Assignor shall, upon Assignee's written request and expense, execute and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid intellectual property rights more effectively in Assignee.

Assignor hereby represents and warrants to Assignee, its successors and assigns that (i) Assignor is the sole owner of the Invention and, therefore, sole owner of all intellectual property right, title and interest in and to the Invention (subject to Assignee's right to an assignment thereof, as aforesaid); and (ii) Assignor has not heretofore granted to any other party a license to utilize any of the Invention, or any portion thereof; nor has Assignor entered into any agreement or reached any understanding with any other party, written or oral, pursuant to which such other party has an option, right or expectation to acquire or be granted a license to utilize the Invention, or any portion thereof, or any other interest therein of any kind whatsoever; and (iii) Assignor is not aware of any United States or foreign patent or copyright of any other party, issued or pending, that is, or might be, infringed by Assignee's production, use or sale of products embodying the Invention, or

Assignee's utilization of the Invention; and (iv) Assignor is not aware of any other person(s) who have, or might have, any basis for asserting a claim of an ownership interest in the Invention.

Dated: April 1, 1999

"ASSIGNOR"

INTROTECH

By: *Michael Dauter*

Its: PARTNER

"ASSIGNEE"

PROGENY SYSTEMS, LLC

By: *Michael Dauter*

Its: CHAIRMAN & CEO