

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0851-0027 (exp. 5/31/2002)
POB/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

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

1. Name of conveying party(ies):

Shashi P. DESAI, Timothy C. DUNN, Matthew J. LESH, Russell O. POTTS, Janet A. TAMADA, and Charles W. WEI

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **July 23, 2002 and August 19, 2002**

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

Name: **CYGNUS, INC.**

Internal Address:

Street Address: **400 Penobscot Drive**

City: **Redwood City** State: **CA** ZIP: **94063**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(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)

10/176,965

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Barbara G. McClung**

Internal Address: **CYGNUS, INC.**

Street Address: **400 Penobscot Drive**

City: **Redwood City** State: **CA** ZIP: **94063**

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ **40.00**

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

03-4058

(Attach duplicate copy of this page if paying by deposit account)

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.

Barbara G. McClung

Name of Person Signing

Signature

Date

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

9

Cygnus Docket 0248.03
USPN 10/176,965
PATENT

ASSIGNMENT

JOINT

THIS ASSIGNMENT, by Shashi P. DESAI, Timothy C. DUNN, Matthew J. LESH, Russell O. POTTS, Janet A. TAMADA and Charles W. WEI (hereinafter referred to as the assignors), residing in San Jose, CA; San Francisco, CA; San Carlos, CA; San Francisco, CA, Stanford, CA, and San Leandro, CA respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in METHODS FOR IMPROVING THE PERFORMANCE OF AN ANALYTE MONITORING SYSTEM set forth in an application for Letters Patent of the United States, bearing Serial No. 10/176,965 and filed June 21, 2002; and

WHEREAS, CYGNUS, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 400 Penobscot Drive, Redwood City, California 94063 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are

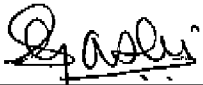
Cygnus Docket 0248 03
 USSN 10/176,965
 PATENT

unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.


AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors also agree that the U.S. serial number may be entered above by the assignee or its agents upon designation of the serial number by the U.S. Patent and Trademark Office.


AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

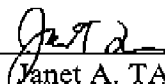
Date 7/23/02 Name of Inventor 
 Shashi R. DESAI


Date _____ Name of Inventor _____
 Timothy C. DUNN

Date 7/23/02 Name of Inventor 
 Matthew J. LESH

Cygnus Docket 0248.03
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PATENT

Date 7/23/02 Name of Inventor 
Russell O. POTTS

Date 7/23/02 Name of Inventor 
Janet A. TAMADA

Date 7/23/02 Name of Inventor 
Charles W. WEI

ACKNOWLEDGMENT

State of California

County of San Mateo

On Juy 23, 2002 before me, Barbara McBrayer, Notary Public,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shashi P. Desai, Matthew J. Lesho, Russell O. Potts,
Janet A. Tamada and Charles W. Wei,
Names(s) of Signer(s)

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

to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities,
and that by their signature on the instrument the persons or the entities upon
behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

Barbara McBrayer
Signature of Notary Public

Cygnus Docker 0248.03
USSN 10/176,965
PATENT

ASSIGNMENT

JOINT

THIS ASSIGNMENT, by Shashi P. DESAI, Timothy C. DUNN, Matthew J. LESH, Russell O. POTTS, Janet A. TAMADA and Charles W. WEI (hereinafter referred to as the assignors), residing in San Jose, CA; San Francisco, CA; San Carlos, CA; San Francisco, CA, Stanford, CA, and San Leandro, CA respectively, witnesseth:

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NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are

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unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors also agree that the U.S. serial number may be entered above by the assignee or its agents upon designation of the serial number by the U.S. Patent and Trademark Office.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date _____ Name of Inventor _____
Shashi P. DESAI

Date 8/19/02 Name of Inventor Timothy C. Dunn
Timoth C DUNN

Date _____ Name of Inventor _____
Matthew J. LESH

Cygnus Docket 0248.03
USSN 10/176.965
PATENT

Date _____ Name of Inventor _____
Russell O. POTTS

Date _____ Name of Inventor _____
Janet A. TAMADA

Date _____ Name of Inventor _____
Charles W. WEI

ACKNOWLEDGMENTState of CALIFORNIACounty of SAN FRANCISCOOn AUGUST 19, 2002 before me, HELEN E. WOOLRIDGE, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Timothy C. Dunn,
Name(s) of Signer(s)☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public