



FORM PTO 1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

R. 102286684 ~~PROJECT~~  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name(s) of conveying party(ies): 11/16/02  
HAU H. DUONG; STEPHEN D. O'CONNOR;  
ROBERT H. TERBRUEGGEN; JON FAIZ KAYYEM;  
GARY T. OLSEN; DANIEL A. LITVACK; AND JAVIER  
GONZALEZ

2. Name and address of receiving party(ies)  
Name: CLINICAL MICRO SENSORS, INC.  
Internal Address: \_\_\_\_\_  
Street Address: 757 SOUTH RAYMOND AVENUE  
City: PASADENA State: CA  
ZIP: 91105  
Country: US

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: OCTOBER 11, 14, 15, 16 and 21, 2002

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) 09/397,957

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: ROBIN M. SILVA  
Internal Address: DORSEY & WHITNEY LLP  
Street Address: Four Embarcadero Center, Ste. 3400  
City: San Francisco State: CA ZIP 94111-4187

6. Total Number of applications and patents involved:

7. Total fee (37 CFR 3.41) . . . 1x \$40. . . . . \$40

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number:

(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.

Renee M. Kosslak for  
Robin M. Silva

Name of Person Signing

Signature

11/12/02

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

11/20/2002 LMUELLER 00000058 09397957

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40.00 DP

Commissioner of Patents & Trademarks,  
BOX ASSIGNMENTS  
Washington, D.C. 20231

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## ASSIGNMENT

WHEREAS, the undersigned

Hau H. DUONG, resident of Los Angeles, State of California; Stephen D. O'CONNOR, resident of Pasadena, State of California; Robert H. TERBRUEGGEN, resident of Manhattan Beach, State of California; Jon Faiz KAYYEM, resident of Pasadena, State of California.; Gary T. OLSEN, resident of La Crescenta, State of California; Daniel A. LITVACK, resident of Sherman Oaks, State of California and Javier GONZALEZ, resident of Pasadena, State of California,

(hereinafter termed "Inventor(s)", has invented certain new and useful improvements in

### SIGNAL DETECTION TECHNIQUES FOR THE DETECTION OF ANALYTES

for which an application for a United States Patent was filed on September 17, 1999 having Application Number 09/397,957 and

WHEREAS,

Clinical Micro Sensors, Inc. a corporation in the State of California having a place of business at 757 South Raymond Avenue, Pasadena California (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 division, substitution, or continuation 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

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USSN 09/397,957  
Filing Date: September 17, 1999

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USSN 09/397,957  
Filing Date: September 17, 1999

**PATENT**

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legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation 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, the said Inventors have executed and delivered this instrument to said Assignee as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor : [Handwritten Signature]  
Hau H. DUONG

Date : 10/11/2002

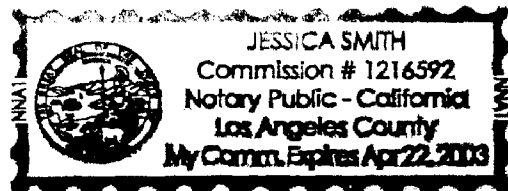
County of L.A. )  
 ) ss.  
State of CA )

On this 11th day of Oct. in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Hau Duong personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 [Handwritten Signature]

(Seal)



Signature of Inventor : [Signature]

Stephen D. O'CONNOR

Date : 10/21/02

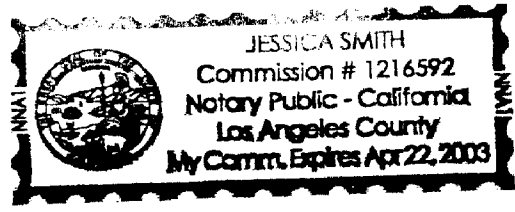
County of L.A. )  
 ) ss.  
State of CA )

On this 21st day of October in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Stephen D. O'Connor personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 [Signature]

(Seal)



Signature of Inventor : Robert H. Terbrueggen

Robert H. TERBRUEGGEN

Date : 10-14-02

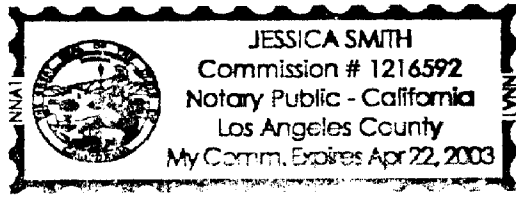
County of L.A. )  
 ) ss.  
State of CA )

On this 14th day of October in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Robert Terbrueggen personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 Jessica Smith

(Seal)



Signature of Inventor :

[Handwritten Signature]  
Jon Faiz KAYYEM

Date : October 16, 2002

County of L.A. )  
State of CA ) ss.  
 )

On this 16<sup>th</sup> day of October in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Jon F. Kayyem personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 [Handwritten Signature]

(Seal)



Signature of Inventor : Gary T. Olsen

Gary T. OLSEN

Date : 15 Oct 2002

County of L.A. )  
) ss.  
State of CA )

On this 15th day of October in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Gary T. Olsen personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 Jessica Smith

(Seal)



Signature of Inventor : Daniel A. Litvack

Daniel A. Litvack

Date : October 14, 2002

County of L.A. )  
 ) ss.  
State of CA )

On this 14th day of October in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Daniel A. Litvack personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 Jessica Smith

(Seal)





Signature of Inventor : Javier Gonzalez  
Javier GONZALEZ

Date : 14-October-2002

County of L.A. )  
State of CA ) ss.  
 )

On this 14th day of October in the year 2002, before me Jessica Smith Notary Public of the State of CA personally appeared Javier Gonzalez personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ 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 Jessica Smith

(Seal)

