


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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1. Name of conveying party(ies): Michael J. Pugia Gert Blankenstein Ralf-Peter Peters Holger Bartos Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Bayer HealthCare LLC</u> Internal Address: _____ _____ _____ Street Address: <u>333 Coney Street</u> _____ _____ City: <u>East Walpole</u> State: <u>MA</u> Zip: <u>02032</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>2/28/03 and 5/7/03</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>PCT/IB03/00562 filed 2/17/03</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>Elizabeth A. Levy</u> Internal Address: <u>Bayer HealthCare LLC</u> _____ _____ Street Address: <u>63 North Street</u> _____ _____ City: <u>Medfield</u> State: <u>MA</u> Zip: <u>02052</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0781</u>		
DO NOT USE THIS SPACE					
9. Signature. Elizabeth A. Levy, Reg. No. 34,375 Name of Person Signing  Signature <u>6-24-03</u> Date Total number of pages including cover sheet, attachments, and documents: <u>5</u>					

Mail documents to be recorded with required cover sheet information to:
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P.O. Box 1450, Alexandria, VA 22313-1450

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MSE-2645

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with our agreements with Bayer Corporation or its subsidiary Bayer HealthCare LLC, a Delaware limited liability company, we, the undersigned, hereby sell, assign and transfer to Bayer HealthCare LLC, its successors and assigns ("Bayer"), our entire right, title and interest in and to any and all inventions described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: **METHOD AND APPARATUS FOR PRECISE TRANSFER AND MANIPULATION OF FLUIDS BY CENTRIFUGAL AND/OR CAPILLARY FORCES**

U.S. Serial No. 10/082,415

Filing Date: February 26, 2002

International Application No.: PCT/IB03/00562

International Filing Date: February 17, 2003

and our entire right, title and interest in and to said patent application; any and all applications for patents in foreign countries based on said application, including the right to file patent applications under the provisions of any convention or treaty, and specifically, without limitation, the International Convention and the European Patent Convention, claiming the priority of said application; any and all divisional, continuation, continuation-in-part, substitute, non-provisional, conversion, renewal, revival, reexamination, or other application based on any of the aforesaid applications; and any and all patents, or reissues, additions or extensions thereof, issuing from any of the aforesaid applications and/or patents and having effect in the United States or any other country; and we authorize and request the issuing authority to issue any and all of the aforesaid patents to Bayer, as the assignee of the entire right and interest therein.

We further covenant and agree that we are the joint inventors of the aforesaid invention; that we have the full right to convey the entire right in same to Bayer; that we have not executed and will not execute any instrument purporting to convey, mortgage, license, or otherwise transfer, in whole or in part, any interest in same to any party other than Bayer; that we, for ourselves and for our heirs, executors and administrators, will, at the request of Bayer, assign, execute, and deliver, without further consideration, except for incurred expenses, any and all further patent applications, declarations, oaths, assignments, powers of attorney, and other documents, and will perform such other lawful acts, that may be deemed necessary by Bayer fully to secure its interest in the aforesaid and/or to obtain, maintain, and enforce the aforesaid patents; that we shall, at the request of Bayer, provide any and all documents, material, and information that may be deemed necessary by Bayer to obtain, maintain, and enforce the aforesaid patents, including evidence for use in interference, opposition, reexamination, enforcement or validity litigation, or other legal proceedings in the United States or any other country or jurisdiction; and that we shall in general provide all information and do all things reasonable and necessary for securing to Bayer the full rights and benefits of its interest in the aforesaid invention, applications and patents.

MSE-2645



Michael J. Pugia

Feb 28, 03

Date

Gert Blankenstein

Date

Ralf-Peter Peters

Date

Holger Bartos

Date

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with our agreements with Bayer Corporation or its subsidiary Bayer HealthCare LLC, a Delaware limited liability company, we, the undersigned, hereby sell, assign and transfer to Bayer HealthCare LLC, its successors and assigns ("Bayer"), as far as governed by the JOINT DEVELOPMENT AND MANUFACTURING AGREEMENT of February 16/March 15, 2001 between Bayer Corporation, Diagnostics Division, 511 Benedict Avenue, Tarrytown, New York 10591-5097 (United States of America) and STEAG microParts GmbH, Hauert 7, 44227 Dortmund (Germany), our entire right, title and interest in and to any and all inventions described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: **METHOD AND APPARATUS FOR PRECISE TRANSFER AND MANIPULATION OF FLUIDS BY CENTRIFUGAL AND/OR CAPILLARY FORCES**

U.S. Serial No. 10/082,415

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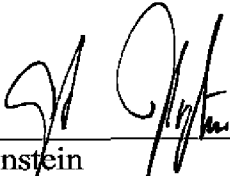
International Filing Date: February 17, 2003

and our entire right, title and interest in and to said patent application; any and all applications for patents in foreign countries based on said application, including the right to file patent applications under the provisions of any convention or treaty, and specifically, without limitation, the International Convention and the European Patent Convention, claiming the priority of said application; any and all divisional, continuation, continuation-in-part, substitute, non-provisional, conversion, renewal, revival, reexamination, or other application based on any of the aforesaid applications; and any and all patents, or reissues, additions or extensions thereof, issuing from any of the aforesaid applications and/or patents and having effect in the United States or any other country; and we authorize and request the issuing authority to issue any and all of the aforesaid patents to Bayer, as the assignee of the entire right and interest therein.

We further covenant and agree that we are the joint inventors of the aforesaid invention; that we have the full right to convey the entire right in same to Bayer; that we have not executed and will not execute any instrument purporting to convey, mortgage, license, or otherwise transfer, in whole or in part, any interest in same to any party other than Bayer; that we, for ourselves and for our heirs, executors and administrators, will, at the request of Bayer, assign, execute, and deliver, without further consideration, except for incurred expenses, any and all further patent applications, declarations, oaths, assignments, powers of attorney, and other documents, and will perform such other lawful acts, that may be deemed necessary by Bayer fully to secure its interest in the aforesaid and/or to obtain, maintain, and enforce the aforesaid patents; that we shall, at the request of Bayer, provide any and all documents, material, and information that may be deemed necessary by Bayer to obtain, maintain, and enforce the aforesaid patents, including evidence for use in interference, opposition, reexamination, enforcement or validity litigation, or

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other legal proceedings in the United States or any other country or jurisdiction; and that we shall in general provide all information and do all things reasonable and necessary for securing to Bayer the full rights and benefits of its interest in the aforesaid invention, applications and patents.




Gert Blankenstein

May 7th, 2003
Date



Ralf-Peter Peters

May 7th, 2003
Date



Holger Bartos

7. May 2003
Date