

02-24-2003

PATENT



102370779 COVER SHEET PATENTS ONLY

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Conveying Party(ies) Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Bert Steffen Rosén	02	09	01
Christina Maria Yvonne Hall	02	09	01
	/	/	
	/	/	
	/	/	

Receiving Party Mark if additional names of receiving parties attached

Name (line 1)	Instrumentation Laboratory, S.p.A.			<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)
Name (line 2)				
Address (line 1)	Viale Monza 338			
Address (line 2)				
Address (line 3)	Milano	Italy	20128	
	City	State/Country	Zip Code	

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Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 3

Application Number(s) or Patent Number(s) Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [] PCT [] PCT [] PCT [] PCT []

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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Authorization to charge additional fees: Yes [x] No []

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. Charges to deposit account are authorized, as indicated herein.

Handwritten signature of Daniel A. Wilson

Handwritten date 2/13/03

Daniel A. Wilson, Reg. No. 45,508

Signature

Date

AGREEMENT BETWEEN BERT STEFFEN ROSÉN, CHRISTINA MARIA YVONNE HALL,
AND
INSTRUMENTATION LABORATORY S.p.A.

This Agreement is made this 9th day of FEBRUARY, 2001 between Bert Steffen Rosén, Christina Maria Yvonne Hall (hereinafter the "Inventors") and Instrumentation Laboratory, S.p.A., a corporation organized and existing under the laws of Italy, and having a usual place of business at Viale Monza 338, 20128 Milano, Italy (hereinafter "IL").

WHEREAS, Inventors have invented one or more improvements in "In vitro Methods, Reagents, and Kits for Screening for Blood Coagulation Disorders" (the "Invention") described in an application for Letters Patent of the United States Serial No. 09/273,413 and in an application for Letters Patent of the European Patent Office Serial No. 98105 043.8-2116; and

WHEREAS, IL desires to acquire an interest therein, in accordance with prior agreements duly entered into with the Inventors;

NOW, THEREFORE, the parties hereto, for good and valuable consideration and their covenants herein contained, agree as follows:

1. Inventors have sold, assigned and transferred and by these presents do hereby sell, assign and transfer to IL, its successors, assigns, and legal representatives, their entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Invention as described in said applications, together with our entire right, title and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, continuations-in-part, divisionals, reissues, and reexaminations renewal, extension, re-examination, and any reissue of other application based in whole or in part of said applications or such Letters Patent; any said Invention, applications and Letters Patent to be held and enjoyed by IL for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by them had this assignment and sale not been made; and hereby convey all of their rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. The Inventors hereby acknowledge that this assignment, being of their entire right, title and interest in and to said inventions, carries with it the right in IL to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of IL's selection and the right to procure the grant of all Letters Patent to IL for its own name as assignee of their entire right, title and interest therein.
2. Inventors hereby warrant and represent that, except for the rights of IL under prior agreements with the Inventors, they are the sole owners of all rights, title and interest in the Invention and are able to act on their own behalf regarding its disposition.

3. IL has filed for United States and European Patents for the Invention and agrees to be responsible for all costs and fees incurred in pursuit of, or maintenance of said patents, and any applications and patents based thereon, or any part hereof, including but not limited to continuations, continuations-in-part, divisionals, reissues, and reexaminations renewal, extension, re-examination, and any reissue of other application based in whole or in part of said applications or such Letters Patent.
4. Inventors hereby further agree for themselves and their executors and administrators to execute upon request any other lawful documents and likewise to perform any lawful acts which may be deemed necessary or desirable to secure fully the aforesaid invention to IL, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents, and any foreign applications and patents based thereon, or any part hereof, including but not limited to continuations, continuations-in-part, divisionals, reissues, and reexaminations renewal, extension, re-examination, and any reissue of other application based in whole or in part of said applications or such Letters Patent, and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved.
5. Inventors do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to IL, its successors, assigns, and legal representatives.
6. If IL decides not to continue prosecution or maintenance of Patent Rights in said patent applications or Letters Patent, IL shall notify the Inventors in writing in a timely fashion at least thirty days (30) prior to the final date for preventing abandonment or expiration of said patent applications or Letters Patent. The Inventors may elect to continue prosecution or maintain such Patent Rights at their own expense and shall be entitled to dispose of such Patent Rights without limitation, and IL shall have no further rights and obligations thereto under this Agreement or otherwise.
7. In the event that IL decides not to continue prosecution or maintenance of any patent applications or Letters Patent, IL shall, at the Inventors' request, reassign to the Inventors all rights, title, and interest in such patent applications or Letters Patent acquired hereunder. Reasonable consideration for any such Reassignment shall be negotiated between IL and the Inventors following the Inventor's request for reassignment.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:


Bert Steffen Rosén

AGREEMENT BETWEEN BERT STEFFEN ROSÉN, CHRISTINA MARIA YVONNE HALL AND
INSTRUMENTATION LABORATORY S.p.A.

Subscribed and sworn to before me, by the above named Bert Steffen Rosén this
9th day of February, 2001.

Daniel Pote
Name of Witness DANIEL POTE

Inventor: Christina Maria Yvonne Hall
Christina Maria Yvonne Hall

Subscribed and sworn to before me, by the above-named Christina Maria Yvonne Hall
this 9th day of February, 2001.

Daniel Pote
Name of Witness DANIEL POTE

Instrumentation Laboratory

José Manent
By: JOSÉ MANENT

Subscribed and sworn to before me, by the above-named representative of
Instrumentation Laboratory this 15 day of February, 2001

Christina C. Mignol
Name of Witness

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