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Form P10-1595         1.0246           (Rev. 03/01)         KECCIT. 20246           OMB No. 0651-0027 (exp. 5/31/2002)         PATEN	O9211     Patent and Trademark Office       NTS ONLY     Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks. Please record	the attached original documents or copy thereof.	
1. Name of conveying party(ies): $6.2.03$	2. Name and address of receiving party(ies):	
(1) Michael GREENSTEIN, (2) Colin B. KENNEDY, (3) Huan L. PHAN, (4) Stephan	Name: Caliper Technologies Corp.	
BIANCHI, (5) Jonathan R. HARRIS, (6) Daren W. HEBOLD, (7) Robert A. HOWARD and	Internal Address:	1951
(8) Andrew L. ZEE Additional name(s) of conveying party(ies) attached? □ yes ⊠no	Street Address: 605 Fairchild Drive	10/4
3. Nature of Conveyance:	City: Mountain View State: CA Zip Code: 94043-2234	
<ul> <li>Assignment</li> <li>Merger</li> <li>Security Agreement</li> <li>Change of Name</li> </ul>	Country: United States	
□ Other	Additional name(s) & address(es) attached? □ yes ⊠ no	
Execution Date: (1) May 9, 2003; (2) May 9, 2003; (3) May 9, 2003; (4) May 28, 2003; (5) May 2, 2003; (6) May 5, 2003; (7) May 2, 2003 and (8) May 2, 2003		
4. Application number(s) or patent number(s):	449517	
	ation, the execution date of the application is (1) May 9, 2003; ay 2, 2003; (6) May 5, 2003; (7) May 2, 2003 and (8) May 2,	
A. Patent Application No(s).	B. Patent No(s).	
Additional numbers attached?	□ yes 😆 no	
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved: <u>1</u>	
Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.	7. Total fee (37 C.F.R. § 3.41)\$ <u>40.00</u>	
Internal Address: c/o Jennifer R. Mahalingappa	□ Enclosed	
	A Charge: PTO-2038 Credit Card Form Enclosed	
	□ Authorized to be charged to Deposit Account	
Street Address: 1100 New York Ave., N.W.	8. Deposit Account Number:	
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Commissioner of Patents and	vith required cover sheet information to: nd Trademarks, Box Assignments	
SKGF_DC1:140078.1 Washingt	ton, D.C. 20231	l

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1)<u>Michael GREENSTEIN</u>, (2) <u>Colin B.</u> <u>KENNEDY</u>, (3) <u>Huan L. PHAN</u>, (4) <u>Stephan BIANCHI</u>, (5) <u>Jonathan R. HARRIS</u>, (6) <u>Daren W.</u> <u>HEBOLD</u>, (7) <u>Robert A. HOWARD</u> and (8) <u>Andrew L. ZEE</u>, the undersigned inventors hereby sell and assign to <u>Caliper Technologies Corp.</u>, 605 Fairchild Drive, Mountain View, CA 94043-2234 (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

 $\boxtimes$  for the United States of America (as defined in 35 U.S.C. § 100),  $\boxtimes$  and throughout the world,

(a) in the invention known as <u>Container Providing a Controlled Hydrated Environment</u> for which application for patent in the United States of America has been executed by the undersigned on (1) <u>5/9/03</u>, (2) <u>5'9'03'</u>, (3) <u>5/9/2003</u>, (4) <u>5/28/03</u>, (5) <u>5/2/03'</u>, (6) <u>5/5/2003</u>, (7) <u>5/2/03'</u> and (8) <u>9/2/2003'</u> (also known as United States Application No. \_\_\_\_\_, filed

Atty. Docket No. 2052.0150000), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application thereof and also to execute separate assignments in connection with such application as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; Robert C. Millonig, Esquire, Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 41,306; and Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:	5/9/03	Signature of Inventor: Michael Sumtur Michael GREENSTEIN
Date:	5.9.03	Signature of Inventor:
Date:	5/9/2003	Signature of Inventor:
Date:	5/28/2003	Signature of Inventor:
Date:	512103	Signature of Inventor:
Date:		Signature of Inventor:
Date:	5/2/03	Signature of Inventor: Robert A. HOWARD
Date: skgf_dci	<u>9/2/2003</u>	Signature of Inventor:

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:	Signature of Inventor: _	Michael GREENSTEIN
Date:	Signature of Inventor: _	Colin B. KENNEDY
Date:	Signature of Inventor: _	Huan L. PHAN
Date:	Signature of Inventor: _	Stephan BIANCHI
Date:	Signature of Inventor: _	Jonathan R. HARRIS
Date: MAY 5, 2003	Signature of Inventor: _	Daren W. HEBOLD
Date:	Signature of Inventor:	Robert A. HOWARD
Date:	Signature of Inventor: _	Andrew L. ZEE

## **RECORDED: 06/02/2003**