

07-08-2003



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PATENT

MDS-035H (6219/39)

7-3-03

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

Name	Execution Date		
	Month	Day	Year
Kevin T. Schomacker	06	12	2003
John A. Flanagan	06	18	2003
Rolf B. Saager	06	09	2003
Alex Zelenchuk	06	09	2003
Thomas M. Meese	06	12	2003

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**PATENT**  
**REEL: 014234 FRAME: 0546**

## Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz &amp; Thibault, 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.

6

## 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)

10/418,973

## Patent Number(s)

## Patent Cooperation Treaty (PCT)

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

PCT

PCT

PCT

PCT

PCT

PCT

## Number of Properties

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Fee Amount for Properties Listed (37 CFR 3.41):

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## 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.*

William R. Haulbrook

Name of Person Signing



Signature

July 1, 2003

Date

ASSIGNMENT

WHEREAS, We, Kevin T. Schomacker, John A. Flanagan, Rolf B. Saager, Aleksandr Zelenchuk, and Thomas M. Meese, have invented one or more improvements in:

Methods and Apparatus for Calibrating Spectral Data

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. \_\_\_\_\_, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 10/418,973 filed in the United States Patent Office on April 18, 2003;  
and

WHEREAS, MediSpectra, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 Hartwell Avenue, Lexington, Massachusetts 02421, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application 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 of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE 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 us had this assignment and sale not been made; we hereby convey all of our 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. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional, continuation, or continuation-in-part applications; 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; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we 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 said ASSIGNEE, its successors, assigns, and legal representatives.

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

Inventor: Kevin T. Schomacker  
Kevin T. Schomacker

Commonwealth of Massachusetts )  
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named Kevin T. Schomacker this 12<sup>th</sup> day of June, 2003.

Kevin M. Ricci  
Notary Public  
My Commission Expires: March 24, 2006  
KEVIN M. RICCI  
Notary Public  
My Commission Expires: March 24, 2006

Inventor: John A. Flanagan  
John A. Flanagan

Commonwealth of Massachusetts )  
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named John A. Flanagan this 18<sup>th</sup> day of June, 2003.

Kevin M. Ricci  
Notary Public  
My Commission Expires: March 24, 2006  
KEVIN M. RICCI  
Notary Public  
My Commission Expires: March 24, 2006

**ASSIGNMENT**

WHEREAS, We, Kevin T. Schomacker, John A. Flanagan, Rolf B. Saager, ~~Aleksandr~~ *Alex* *my 6/9/03*  
Zelenchuk, and Thomas M. Meese, have invented one or more improvements in:

Methods and Apparatus for Calibrating Spectral Data

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. \_\_\_\_\_, and/or executed by us of even date  
herewith and about to be filed in the United States Patent Office;

☒ Serial No. 10/418,973 filed in the United States Patent Office on April 18, 2003;  
and

WHEREAS, MediSpectra, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing  
under the laws of the State of Delaware, and having a usual place of business at 45 Hartwell Avenue,  
Lexington, Massachusetts 02421, desires to acquire an interest therein, in accordance with agreements  
duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of  
said agreements and of other good and valuable consideration, the receipt of which is hereby  
acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and  
transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and  
interest in and throughout the United States of America, its territories and all foreign countries, in and to  
the inventions described in said application, together with our entire right, title and interest in and to said  
application 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  
of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and  
enjoyed by said ASSIGNEE 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 us had this assignment and sale not been made; we hereby  
convey all of our 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. We  
hereby acknowledge that this assignment, being of our entire right, title and interest in and to said  
inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in  
all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection  
and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our  
entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute  
upon request any other lawful documents and likewise to perform any other lawful acts which may be  
deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and  
legal representatives, but at its or their expense and charges, including: the execution of applications for  
patents in foreign countries; the execution of substitution, reissue, divisional, continuation, or  
continuation-in-part applications; 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; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we 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 said ASSIGNEE, its successors, assigns, and legal representatives.

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

Inventor: \_\_\_\_\_  
Kevin T. Schomacker

Commonwealth of Massachusetts     )  
County of                                 ) ss

Subscribed and sworn to before me, by the above-named Kevin T. Schomacker this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Inventor: \_\_\_\_\_  
John A. Flanagan

Commonwealth of Massachusetts     )  
County of                                 ) ss

Subscribed and sworn to before me, by the above-named John A. Flanagan this \_\_\_\_\_ day of  
\_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Inventor: \_\_\_\_\_  
Rolf B. Saager

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me, by the above-named Rolf B. Saager this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Inventor: Alex N. Zelenchuk  
Alex Aleksandr Zelenchuk  
A-2. 06/05/03

Commonwealth of Massachusetts )  
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named Aleksandr Zelenchuk this 9th day of June, 2003.

Kevin M. Ricci  
Notary Public  
My Commission Expires: March 24, 2006  
KEVIN M. RICCI  
Notary Public  
My Commission Expires  
March 24, 2006

Inventor: \_\_\_\_\_  
Thomas M. Meese

Commonwealth of Massachusetts )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me, by the above-named Thomas M. Meese this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_