

Facsimile Number: 703-306-5995

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies): Gordon Feingold

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date(s): January 28, 2004

2. Name and address of receiving party(ies)

Name: DakoCytomation Denmark A/S

Street Address: Produktionsvej 42

City: Glostrup

State: Denmark

Zip: DK-2600

Additional name(s) & address attached? ☐ Yes☒ No

4. Application number(s) or patent number(s):

A. Patent Application No.(s): PCT/US03/41022

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Nicole A. Ressue

Internal Address: Santangelo Law Offices, P.C.

Street Address: 125 South Howes, 3rd Floor

City: Fort Collins State: Colorado Zip: 80521

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$40.00

☒ 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.

Nicole A. Ressue, #48,665

Name of Person Signing


SignatureFebruary 24, 2004
Date

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

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

OP \$40.00

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IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE
PCT BRANCH

In Re the Application of: DakoCytomation Denmark A/S
Inventors: Gordon Feingold and Marc Key
International Application Number: PCT/US03/41022
International Filing Date: December 22, 2003
Title: Isolated Communication Sample Processing System and
 Methods of Biological Slide Processing
Receiving Office: RO/US

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is executed effective as of dates of signature below and is between and among Gordon Feingold, 5242 Austin Road, Santa Barbara, California 93111, USA ("Assignor") and DakoCytomation Denmark A/S, having its principal offices at Produktionsvej 42, DK-2600 Glostrup, Denmark (the "Assignee").

WHEREAS, the Assignor has contributed to some degree in conceiving or developing technology relating to a sample processing system including, but not limited to, the technology initially described or indicated in the application identified by the caption listed above, and to improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, the Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, the Assignor desires to formalize his agreement to assign those rights to the Invention to Assignee as set forth in the agreement entitled "Contract" and executed effective as of October 31, 2003 (the "Technology Agreement"); and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. The Assignor warrants that:

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- a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
- b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
- c. to the extent any Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
- d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with this assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.

2. The Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Invention, including, but not limited to, all rights to the above-identified application, and to make any claim for any priority to which such applications may be entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications; all patents which may be granted thereon; and all reissues, and extensions thereof;
- c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government; and
- d. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. The Assignor covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee. Further, the Assignor

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warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. The Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. The Assignor further covenants and agrees that he will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention in all countries without further consideration but at the expense of the Assignee.

5. The Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, the Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention. The Assignor also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

6. The Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment or any other document any further identification which may be necessary or desirable such as to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

8. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Larimer County, Colorado, or to the extent necessary in federal court in the District of Colorado, United States of America.



Gordon Feingold

Date of Assignment Signature: Jan 28, 2004

Date of Execution of Application: Jan 28, 2004
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF CALIFORNIA)ss.
COUNTY OF SANTA BARBARA)

SUBSCRIBED AND SWORN to before me in the County of Santa Barbara, State of California, United States of America, by Gordon Feingold, this 28 day of ~~December, 2003~~ January 2004

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of California.



Notary Public

My Commission Expires: 30 Oct. 2007