

9/8/03

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September 3, 2003

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FINANCE SECTION

**Re: Recordation of Patent Assignment Document (ACU-122)**

Dear Sir:

Please record the attached original Assignment document.

1. The names of the conveying parties are Richard L. Mueller, Jr. and Paul K. Hsei.
2. The name and address of the receiving party is: Acueity, Inc., 100 Hamilton Avenue, Suite 160, Palo Alto, CA 94301.
3. The conveyance is an Assignment executed by Richard L. Mueller, Jr. and Paul K. Hsei on July 23, 2003 and July 29, 2003, respectively.
4. The Patent Application against which the document is to be recorded is Serial No.10/422,381 filed on April 24, 2003.
5. All correspondence concerning this document should be mailed to: Olson & Hierl, Ltd., 20 North Wacker Drive, 36<sup>th</sup> Floor, Chicago, IL 60606. Please return the original document to the attention of Deborah Boklund Moran.
6. One Patent Application is involved at a recordal fee of \$40.00 [§37C.F.R. 1.21(h)].
7. The total fee (37 C.F.R. 3.41) of \$40.00 (Check No. 24265) is enclosed.
8. Please credit any overpayment or charge any underpayment to Deposit Account No. 15-0508.

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PATENT  
REEL: 014454 FRAME: 0599

Filed: April 24, 2003

9. To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.

Respectfully Submitted,

OLSON & HIERL, LTD.

By Deborah L. Boklund-Moran  
Deborah L. Boklund-Moran  
Paralegal

DvO:st  
Encls.

CERTIFICATE OF MAILING

I hereby certify that this paper, fee and the attachments are being deposited with the United States Postal Service with sufficient postage prepaid as First Class Mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director - U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on this 3<sup>rd</sup> day of September 2003.

Deborah Boklund Moran  
Deborah Boklund Moran

# Assignment


Serial No. 10/422,381

Filed: April 24, 2003

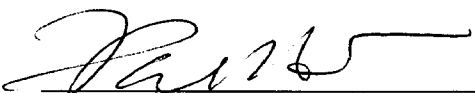
**In Consideration** of One Dollar and other good and valuable consideration the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in **BIOPSY DEVICE** and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to **ACUEITY, INC.**, a corporation of Delaware, and the successors, legal representatives and assigns of **ACUEITY, INC.** (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

**For said consideration**, it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for said consideration it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for said consideration, the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said consideration, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

Date: 7/23/03

  
Richard L. Mueller, Jr.

Date: 7/29/03

  
Paul K. Hsei

Attorney Docket No. ACU-122

RECORDED: 09/08/2003

PATENT  
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