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U.S. DEPARTMENT OF COMMERCE  
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102593251

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503  
original documents or copy thereof.

03945 U.S. PTO  
10/695517



1. Name of conveying party(ies):  
James Clement Bishop  
Michael James Justin  
Mark Joseph Fanning  
*10-28-03*

2. Name and address of receiving party(ies)  
Name: bioMérieux, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 100 Rodolphe Street  
City: Durham State: NC Zip: 27712  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
Other \_\_\_\_\_  
Execution Date: October 27, 2003

4. Application number (s) or patent number(s)  
If this document is being filed together with a new application, the execution date of the application is: October 28, 2003  
A. Patent Application No.(s)  
*10695517*

B. Patent No.(s)  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence document should be mailed:  
Name: Samir R. Patel, Esq.  
Internal Address: bioMérieux, Inc.  
Patent Department  
Street Address: 100 Rodolphe Street  
City: Durham State: NC Zip: 27712

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:  
50-0364  
(Attach duplicate copy of this page if paying by deposit account)

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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.

Samir R. Patel - Reg. No. 44,998

Name of Person Signing

*Samir R. Patel*  
Signature

10/28/03  
Date

11/05/2003 ECOOPER 00000004 500364 10695517

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Total number of pages including cover sheet, attachments, and documents: 3

## ASSIGNMENT

WHEREAS, We, **James Clement Bishop**, a citizen of the United States of America, residing at 102 Blossom Court, Columbia, MO 65203, **Michael James Justin**, a citizen of the United States of America, residing at 6707 Oleatha Avenue, St. Louis, MO 63139, and **Mark Joseph Fanning**, a citizen of the United States of America residing at 2357 Periwinkle Court, Florissant, MO 63031, respectively, have jointly invented and own a certain invention entitled

### SEALER FOR TEST SAMPLE DEVICES

for which an application for a United States Letters Patent is being filed concurrently herewith in the United States Patent and Trademark Office; and

WHEREAS, **bioMérieux, Inc.**, a Missouri corporation having a principal place of business at 100 Rodolphe Street, Durham, North Carolina 27712 (hereinafter referred to as assignee), is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patents which shall be granted therefore in the United States of America and in any and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefore or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefore, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this

assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

IN WITNESS WHEREOF, we have each hereunto set our hands on this on the date(s) set forth below.

**WITNESSES:**

  
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**ASSIGNORS:**

  
\_\_\_\_\_

James Clement Bishop

  
\_\_\_\_\_

Michael James Justin

  
\_\_\_\_\_

Mark Joseph Fanning

**DATED:**

27 OCT 2003

27 OCT 2003

27 OCT 03