

02-25-2004

Form PTO-1595 (Rev. 10/02)

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

102677431

Tab settings

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

1. Name of conveying party(ies):

2-23-04

MicroSense International L.L.C.

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

01-15-2004

Execution Date:

2. Name and address of receiving party(ies)

Name: Becton, Dickinson and Company

Internal Address:

Street Address: 1 Becton Drive

City: Franklin Lakes State: NJ Zip: 07417

Additional name(s) & address(es) attached? Yes No

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:

A. Patent Application No.(s) 10/364,723

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: James B. Surber

Internal Address: Suite 3600

Street Address: One Metropolitan Square;

211 North Broadway

City: St. Louis State: MO Zip: 63102-2750

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:

02-4467

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9. Signature..

James B. Surber

Name of Person Signing

Signature

02-18-2004

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT

WHEREAS, MicroSense International, L.L.C. (hereinafter ASSIGNOR), a limited liability company duly organized under the laws of the State of Missouri, located and doing business at 4041 Forest Park Avenue, St. Louis, Missouri 63108, is the owner of the entire right, title and interest in and to the United States patents and patent applications and foreign patent applications listed in Exhibit 1 hereto, including all inventions disclosed and/or claimed in said patents and applications;

WHEREAS, Becton, Dickinson and Company (hereinafter ASSIGNEE), a corporation duly organized under the laws of the State of New Jersey, located and doing business at 1 Becton Drive, Franklin Lakes, New Jersey 07417, is desirous of acquiring the entire right, title and interest in and to the aforementioned United States patents and patent applications and foreign patent applications listed in Exhibit 1 hereto, in and to all inventions disclosed and/or claimed in said patents and patent applications, and in and to all United States and foreign patents obtained on said applications and inventions at any time;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that for good and valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, set over and transfer unto ASSIGNEE, its successors, legal representatives or assigns, the entire right, title and interest in and to the United States patents and patent applications and foreign patent applications listed in Exhibit 1 hereto, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to all inventions disclosed and/or claimed in the United States patents and patent applications and foreign patent applications listed in Exhibit 1 hereto; in and to any other United States and foreign patents and patent applications which disclose and/or claim said inventions, or which correspond to or claim priority from the patents and patent applications listed in Exhibit 1 hereto, including but not limited to all counterparts, equivalents, continuations, continuations-in-part, divisions, additions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations of said patents and patent applications; and in and to any and all United States and foreign patents obtained on the foregoing applications and inventions at any time; all of the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said patents have been or will be granted;

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto the said ASSIGNEE and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said patents, patent applications and inventions in the United States and all foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the U.S. Patent and Trademark Office and any foreign patent issuing authorities to issue any and all patents on said applications and inventions to said ASSIGNEE as sole Assignee;

AND ASSIGNOR HEREBY covenants that it has the full right to convey all rights, titles and interests herein assigned, and that it has not executed and will not execute any assignment or other instrument in conflict herewith.

ERIC J. RASKAS, the (or a) named inventor or contributor in each of the patents and patent applications listed in Exhibit 1, in return for good and valuable consideration paid to him by ASSIGNOR

and ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, hereby concurs in this Assignment and represents and warrants to ASSIGNOR and ASSIGNEE that, at all times prior to this Assignment, all rights, titles and interests conveyed herein have been the sole and exclusive property of ASSIGNOR (or, in the case of rights relating to the subject matter of U.S. Patent Application Serial No. 09/100,295 prior to its assignment to ASSIGNOR, the sole and exclusive property of ASSIGNOR's predecessor in interest, MicroSense International, Ltd.), free and clear of any licenses, adverse claims of ownership by himself and/or any other person or entity, shop rights, prior user rights, security agreements, liens and other encumbrances, with the sole exception of a certain Security Agreement entered into on October 15, 2001 between ASSIGNOR and twenty-four (24) named lenders; that he is the actual sole inventor (or, in the case of the unfiled U.S. patent application listing James P. Brauner as an additional contributor, an actual joint contributor with Mr. Brauner and the only such joint contributor with Mr. Brauner) of the subject matter disclosed and claimed in said patents and patent applications; that, except as specifically described in footnotes 3 and 4 to Exhibit 1, he is unaware of any fact or allegation that, based upon his knowledge and experience, he reasonably believes might adversely affect the validity, enforceability, ownership or transferability of said patents and patent applications, including but not limited to the existence of actual or alleged unnamed inventors or contributors; that all of the rights, titles and interests conveyed herein are fully transferable to ASSIGNEE by ASSIGNOR; that ASSIGNEE shall be the sole, exclusive and unencumbered owner of such rights, titles and interests immediately upon execution of this Assignment; and that, with the sole exception of a certain Assignment of Patent Application executed in favor of MicroSense International, Ltd. on October 7, 1998 in connection with U.S. Patent Application Serial No. 09/100,295 and recorded at the U.S. Patent and Trademark Office on October 13, 1998 at Reel 9518, Frames 0795 through 0797, he has not assigned, conveyed, transferred or promised to any person or entity other than ASSIGNOR any right, title or interest in or to any of the patents, patent applications, inventions or other rights which are the subject of this Assignment. To the extent that the aforesaid Eric J. Raskas owns or controls any right, title or interest in or to any of the patents, patent applications, inventions or other rights which are the subject of this Assignment and such right, title or interest has not been assigned to ASSIGNOR as of the date hereof, he hereby assigns and agrees to assign, or to cause to be assigned, to ASSIGNEE all such right, title or interest, including the right to sue and recover for all past, present and future infringement and all such other rights as are assigned by ASSIGNOR hereunder, on the same terms applicable to ASSIGNOR hereunder, without the payment of further consideration by ASSIGNEE or ASSIGNOR except for reimbursement of expenses as set forth below.

ASSIGNOR and ERIC J. RASKAS HEREBY further covenant and agree to communicate to said ASSIGNEE, its successors, legal representatives or assigns, any facts relating to said patents, applications and inventions, including evidence for interference purposes or other proceedings, whenever requested, and to testify in any interference or in any other United States or foreign legal proceedings, when requested, and to execute and deliver on request all lawful papers required to make any of the provisions of this Assignment effective; and to perform the aforesaid communicating, executing and delivering without any payment except for expenses and to perform the aforesaid testifying for reasonable compensation; and generally to do everything possible to aid said ASSIGNEE, its successors, legal representatives or assigns to obtain and enforce proper patent protection on and for said applications and inventions in the United States and all foreign countries, and ASSIGNOR and ERIC J. RASKAS likewise make these provisions binding upon their successors, legal representatives, heirs and assigns.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed and delivered by its duly authorized representative this 15 day of JANUARY, 2004.

MicroSense International L.L.C.

Elynn S Edelman
Witness

By: [Signature]

Name: William Edelman

Title: Manager

IN WITNESS WHEREOF, ASSIGNEE hereby accepts this Assignment as of the _____ day of _____, 2004.

Becton, Dickinson and Company

Witness

By: _____

Name: William R. Marshall

Title: President, Diabetes Care

IN WITNESS WHEREOF, Eric J. Raskas has executed and delivered this Assignment this _____ day of _____, 2004.

Witness

By: _____

Eric J. Raskas

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed and delivered by its duly authorized representative this _____ day of _____, 2004.

MicroSense International L.L.C.

Witness

By: _____

Name: William Edelman

Title: Manager

IN WITNESS WHEREOF, ASSIGNEE hereby accepts this Assignment as of the 15th day of January, 2004.

Becton, Dickinson and Company


Witness

By: 

Name: William R. Marshall

Title: President, Diabetes Care

IN WITNESS WHEREOF, Eric J. Raskas has executed and delivered this Assignment this _____ day of _____, 2004.

Witness

By: _____

Eric J. Raskas

SL01DOCS\1752132.1

PATENT
REEL: 014999 FRAME: 0297

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed and delivered by its duly authorized representative this _____ day of _____, 2004.

MicroSense International L.L.C.

Witness

By: _____

Name: William Edelman

Title: Manager

IN WITNESS WHEREOF, ASSIGNEE hereby accepts this Assignment as of the _____ day of _____, 2004.

Becton, Dickinson and Company

Witness

By: _____

Name: William R. Marshall

Title: President, Diabetes Care

IN WITNESS WHEREOF, Eric J. Raskas has executed and delivered this Assignment this 15th day of January, 2004.

Juan A. Rushing
Witness

By: E. Raskas

Eric J. Raskas

Exhibit 1

I. U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
6,157,442	12/5/2000	Raskas, Eric J.	MICRO OPTICAL FIBER SENSOR DEVICE
6,197,257	3/6/2001	Raskas, Eric J.	MICRO SENSOR DEVICE
6,535,753	3/18/2003	Raskas, Eric Jules	MICRO-INVASIVE METHOD FOR PAINLESS DETECTION OF ANALYTES IN EXTRACELLULAR SPACE

II. U.S. Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
09/729,611 ⁸	12/4/2000	Raskas, Eric Jules	MICRO OPTICAL FIBER SENSOR DEVICE
10/335,010	12/31/2002	Raskas, Eric Jules	MICRO-INVASIVE METHOD FOR PAINLESS DETECTION OF ANALYTES IN EXTRACELLULAR SPACE
10/364,723	2/11/2003	Raskas, Eric J.	MICRO OPTICAL SENSOR DEVICE

III. Foreign Counterpart Applications

<u>Appl. No.</u>	<u>Filing Date</u>	<u>Country or Region</u>	<u>Title</u>
US99/19098 ⁹	8/18/1999	International (PCT)	MICRO SENSOR DEVICE
99943822.9 ¹⁰	8/18/1999	Europe (EPC)	MICRO SENSOR DEVICE
US01/28516 ²	9/13/2001	International (PCT)	MICRO-INVASIVE METHOD FOR PAINLESS DETECTION OF ANALYTES IN EXTRACELLULAR SPACE

⁸ Abandoned and superseded by continuation application Serial No. 10/364,723.

⁹ Abandoned and superseded by national and/or regional stage application(s) listed immediately following.

¹⁰ Regional stage application designating Austria (AT), Belgium (BE), Switzerland (CH), Cyprus (CY), Germany (DE), Denmark (DK), Spain (ES), Finland (FI), France (FR), United Kingdom (GB), Greece (GR), Ireland (IE), Italy (IT), Liechtenstein (LI), Luxembourg (LU), Monaco (MC), Netherlands (NL), Portugal (PT), Sweden (SE), Turkey (TR). Extended to Albania (AL), Lithuania (LT), Latvia (LV), Macedonia (MK), Romania (RO) and Slovenia (SI). Provisional protection initiated in France, Germany and Italy. Application withdrawn for failure to respond to examination report but can be reinstated if required response and fee are submitted by February 22, 2004. Fifth renewal fee is overdue but may be paid with surcharge by February 29, 2004 to avoid withdrawal of application.

2423077	9/13/2001	Canada	MICRO-INVASIVE METHOD FOR PAINLESS DETECTION OF ANALYTES IN EXTRACELLULAR SPACE
01970866.8 ¹¹	3/20/03	Europe (EPC)	MICRO-INVASIVE METHOD FOR PAINLESS DETECTION OF ANALYTES IN EXTRACELLULAR SPACE
2002-528822	3/24/2003	Japan	MICRO-INVASIVE METHOD FOR PAINLESS DETECTION OF ANALYTES IN EXTRACELLULAR SPACE

IV. Unfiled U.S. Patent Application

<u>Attorney Docket No.</u>	<u>Contributor(s)¹²</u>	<u>Title</u>
40106-23479 ¹³	Eric J. Raskas James P. Brauner	HAND-HELD DIAGNOSTIC DEVICE ¹⁴

¹¹ Regional stage application designating Austria (AT), Belgium (BE), Switzerland (CH), Cyprus (CY), Germany (DE), Denmark (DK), Spain (ES), Finland (FI), France (FR), United Kingdom (GB), Greece (GR), Ireland (IE), Italy (IT), Liechtenstein (LI), Luxembourg (LU), Monaco (MC), Netherlands (NL), Portugal (PT), Sweden (SE), and Turkey (TR). Extended to Albania (AL), Lithuania (LT), Latvia (LV), Macedonia (MK), Romania (RO) and Slovenia (SI). Third renewal fee is overdue but may be paid with surcharge by March 31, 2004 to avoid withdrawal of application.

¹² Final determination of inventorship has not been made.

¹³ Attorney docket number assigned by ASSIGNOR's patent counsel, Thompson Coburn LLP of St. Louis, Missouri.

¹⁴ Also identified by the alternative titles "Rotary Glucose Monitor" and "Multi Test Disposable Diagnostic Device".