

06-08-2004

FORM PTO-1595

1-31-92

6-3-04



U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 09481.0027-00
Attorney Customer Number: 22,852

102760667

To the Director of the U.S. Patent and Trademark Office.
Please record the attached original documents of copy thereof.

Mail Stop Assignment Recordation Services

1. Name of conveying party(ies): Roche Diagnostics Corporation	2. Name and address of receiving party(ies): Name: IGEN International, Inc.
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Additional name(s) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Internal Address:
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3. Nature of conveyance:	Street Address: 16020 Industrial Drive
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<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	City: Gaithersburg
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<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	State: Maryland	Zip Code: 20877
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<input type="checkbox"/> Other:	Additional name(s) & Address(es) attached?
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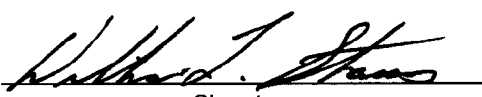
Execution Date: July 3, 2003	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:	
A. Patent Application Number(s): 09/074,472	B. Patent Number(s):
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P. Street Address: 1300 I Street, N.W. City: Washington, D.C. State: Zip: 20005-3315	6. Total number of applications and registrations involved: 1
	7. Total fee (37 CFR 3.41): \$40 <input checked="" type="checkbox"/> Enclosed (Please charge deficiency to deposit account) <input type="checkbox"/> Authorized to be charged to deposit account
	8. Deposit Account No.: 06-0916

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.

William L. Strauss, Reg. No. 47,114  Signature June 3, 2004 Date

Total number of pages including cover sheet, attachments and documents: 4

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PATENT
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ASSIGNMENT

WHEREAS, Roche Diagnostics Corporation, a corporation organized and existing under the laws of the State of Indiana and having a place of business at 9115 Hague Road, Indianapolis, IN 46250/US (hereinafter referred to as "ASSIGNOR"), is the owner of United States and foreign patent applications and patents listed on Exhibit A (hereinafter referred to as the "Roche Patents/Applications");

WHEREAS, IGEN INTERNATIONAL, INC., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 16020 Industrial Drive, Gaithersburg, Maryland 20877 (and which, together with its successors and assigns hereinafter is referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title, benefit, privilege and interest in and to the Roche Patents/Applications;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby, without reservation:

1. Sells, assigns, transfers, conveys to and confirms in ASSIGNEE, the entire right, title, benefit, privilege and interest in and to said Roche Patents/Applications and the inventions claimed therein, including all divisions, continuations, reissues, reexaminations, and extensions thereof granted for said Roche Patents/Applications, and every priority right that is or may arise from said claimed inventions in Roche Patents/Applications;
2. Authorizes and requests the Commissioner of Patents and Trademarks and any empowered officials of any governments to issue or transfer all of said Roche Patents/Applications to ASSIGNEE, as assignee of the entire right, title, benefit, privilege and interest therein or otherwise as ASSIGNEE may direct for ASSIGNEE's sole use and behalf, and for the use and behalf of ASSIGNEE's legal representatives and successors, to the full end of the term for which any resulting patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment, sale and transfer not been made.
3. Covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR had not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;
4. Binds ASSIGNOR's heirs and legal representatives, as well as itself to do, upon ASSIGNEE's request and at its expense, but without additional consideration, all acts reasonably serving to assure that the Roche Patents/Applications shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by ASSIGNOR or its heirs or representatives if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to ASSIGNOR relating to Roche Patents/Applications; and to furnish ASSIGNEE with any and all documents, photographs, models, samples and other physical exhibits in ASSIGNOR's control or in the control of its heirs or legal representatives and which may be useful for establishing the facts of conception and reduction to practice of said claimed inventions in Roche Patents/Applications; and to execute

any documents that legally may be required in connection with the prosecution, maintenance, reissue or reexamination of said Roche Patents/Applications, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said Roche Patents/Applications.

For Roche Diagnostics Corporation
an Indiana Corporation



By: Steve A. Oldham
Name: Steve A. Oldham
Title: Vice President, General Counsel & Secretary

Janine Schumm
Janine Schumm
Witness

State of Indiana ss:
County of Marion

On July 3, 2003, before me Rosemarie A. Edwards, Notary Public, personally appeared Steve A. Oldham, personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Rosemarie A. Edwards
Notary Public

ROSEMARIE A EDWARDS
NOTARY PUBLIC STATE OF INDIANA
MARION HAMILTON COUNTY
MY COMMISSION EXP. FEB. 9, 2007

EXHIBIT A - ROCHE PATENT/APPLICATIONS

Roche Internal Docket No.	Application Serial No. or Patent No.	Country	Title
BMID 9619 P US BMID 9619 US [18925]	Appl. No. 60/047,605 (Prov.) Appl. No. 09/074,472	US	Assays Employing Electrochemiluminescence Labels an Electrochemiluminescence Quencher