

10-18-2004



RE:

102861727  
PATENTS ONLY

10/14/04

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Alan Doop

Execution Date(s) March 18, 2004

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

**2. Name and address of receiving party(ies)**

Name: LifeScan, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1000 Gibraltar Drive

City: Milpitas

State: CA

Country: USA Zip: 95035

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No. (s)

10/690,083

B. Patent No. (s)

Additional numbers attached?  Yes  No

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

Name: Philip Johnson

Internal Address: International Patent Law Div.

Johnson & Johnson

Street Address: One Johnson & Johnson Plaza

City: New Brunswick

State: NJ Zip: 08933-7003

Phone Number: (408) 956-4790

Fax Number: (408) 956-4404

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 10-0750 (LFS-5002)

Authorized User Name Mayumi Maeda

**9. Signature:**

Signature

10/14/2004

Date

Mayumi Maeda

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

A S S I G N M E N T

Serial No. 10/690,083  
Filed 10/20/2003

WHEREAS, John Allen, Lorin P. Olson, and Alan Doop residing at 1002 Oxford Ct., Mendota Heights, MN 55118; 1230 Mt. Hermon Road, Scotts Valley, CA 95066; and 2295 Holy Name Drive, Medina, MN 55391, respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to

LANCING DEVICE WITH A FLOATING PROBE FOR CONTROL OF PENETRATION  
DEPTH

for which they have executed an application for Letters Patent of the United States; and

WHEREAS, LIFESCAN, INC., a corporation of the State of California, (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, 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 Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals as set forth below:

\_\_\_\_\_  
John Allen

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lorin P. Olson

Dated: \_\_\_\_\_

*Alan Doop*  
\_\_\_\_\_  
Alan Doop

Dated: \_\_\_\_\_

*March 18 2004*  
\_\_\_\_\_