

11305

02-02-2005

Atty. Dkt. No. 5868-00701



102931611

To the Honorable Commissioner of Patents and Trademarks. Please receive

1. Name of conveying party(ies):

Wayne D. Roth

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

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

Name: Luminex Corporation

Internal Address: _____

Street Address: 12212 Technology Blvd.

City: Austin State: TX ZIP 78727

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

3. Nature of Conveyance:

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

Execution Date: January 12, 2005

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

If this document is being filed together with a new application, the execution date of this application is: January 12, 2005

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Daffer McDaniel, LLP

Internal Address: _____

Street Address: P.O. Box 684908

City Austin State TX ZIP 78768-4908

6. Total number of applications and patents involved: one (1)

7. Total fee (37 CFR 3.41):\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-3268/5868-00701
(Attach a duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Ann Marie Mewherter

Name of Person Signing
Reg. No. 50,484

Ann Marie Mewherter

Signature

January 13, 2005

Date

Total number of pages including cover sheet: 3

OMB No. 0651-011 (exp.4/94)

02/01/2005 ECDOPER 00000090 503268 11036571

01 FC:8021 40.00 DA

12914 U.S. PTO
1-1036571
011305

PATENT
5868-00701**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to LUMINEX CORPORATION (the "Assignee"), having a place of business at 12212 Technology Blvd., Austin, TX 78727, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled "METHODS AND SYSTEMS FOR DYNAMIC RANGE EXPANSION," such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee; and

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

PATENT
5868-00701

FURTHER COVENANT that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under the United States Code, Title 18 § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

(Signature) Wayne D. Roth
Wayne D. Roth

Date: 11/2/05

Please direct all communication as follows:

Customer No. 35617
Daffer McDaniel, LLP
P.O. Box 684908
Austin, Texas 78768-4908
Ph: (512) 476-1400