

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET PATENTS ONLY

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):**

BIO-PIXELS LTD.

Execution Date(s) March 13, 2003

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

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

Name: BIOCRYSTAL, LTD.

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

Street Address: 575 McCorkle Boulevard

City: Westerville

State: OH

Country: US Zip: 43082-8888

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 See attached

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

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

10/684,528

Additional numbers attached?  Yes  No

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

Name: Raymond A. Miller

Internal Address: 50th Floor, One Mellon Center

Street Address: 500 Grant Street, 50th Floor

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412.454.5000

Fax Number: 412.281.0717

Email Address: doct@lmgpgh@pepperlaw.com

**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 50-0436

Authorized User Name Pepper Hamilton LLP

**9. Signature:**



Signature

May 27, 2005

Date

Raymond A. Miller, Reg. No. 42,981

Name of Person Signing

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

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

CH \$40.00 500436 10884628

Serial Number 10/884,528, Recordation Date: July 2, 2004, Reel/Frame: 015554/0167 has a correction. The Assignment from Bio-Pixels Ltd. ("Assignor") to BioCrystal, Ltd. ("Assignee") was not recorded on the Notice of Recordation. Please add this Assignment to the Notice of Recordation. Assignor: Bio-Pixels Ltd. and Assignee: BioCrystal, Ltd.

07-15-2004

Form PTO-1595  
(Rev. 6-93)  
Tab settings

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102791189

Attached original documents or copy

1. Name of conveying party(ies):

EMILIO BARBERA-GUILLEM

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

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

Name: BIO-PIXELS LTD.  
Internal Address:

Street Address:  
575 McGorkle Boulevard  
Westerville, OH 43082-8888

Additional name(s) & addresses attached? Yes  No

16884 U.S. PTO  
10/884528

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: January 5, 2001

7-2-04

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: July 2, 2004

A. Patent Application No.(s)

B. Patent No.(s):

Additional numbers attached? Yes  No

10884528

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

Name: Raymond A. Miller

Internal Address: 50<sup>th</sup> Floor

Street Address: 500 Grant Street, One Mellon Center

City: Pittsburgh State: PA Zip: 15219

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:

(Attach 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.

Raymond A. Miller  
Name of Person Signing

Signature

7/2/2004  
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

Form PTO-1595- Recordation Form Cover Sheet

126433.410

## ASSIGNMENT

WHEREAS, Bio-Pixels Ltd., (hereinafter referred to as "Assignor"), by Assignment of Emilio Barbera-Guillem recorded with the United States Patent and Trademark Office at Reel 011681, Frame 0877, has obtained rights to a certain new and useful invention as set forth and disclosed in an application for United States Letters Patent, entitled **FLUORESCENT INK COMPOSITIONS COMPRISING FUNCTIONALIZED FLUORESCENT NANOCRYSTALS**, which was filed with the United States Patent and Trademark office on January 4, 2001, as application serial number 09/755,407;

AND WHEREAS, BIOCRYSTAL, LTD. (hereinafter referred to as "Assignee"), having an address of 575 McCorkle Boulevard, Westerville, Ohio 43082-8888 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignors and Assignee;

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

PT1#32542 v1 (2XC#4411.2105)

Received Time Mar. 15. 6:33AM

PATENT  
REEL: 016285 FRAME: 0368

126433.410

AND, Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States that may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

BIO-PIXELS LTD.

Date: March 13, 2003

By: [Signature]  
John M. Swartz  
Authorized Agent

STATE OF OHIO )  
COUNTY OF Polk )

SS:

On this 13<sup>th</sup> day of March, 2003, before me, a Notary Public, the undersigned Officer, personally appeared John M. Swartz, who acknowledged himself to be the authorized agent of Bio-Pixels, an Ohio corporation, and he as such authorized agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by the signing the name of Bio-Pixels, Ltd., by himself as authorized agent.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
KATHLEEN FUJOL, NOTARY PUBLIC  
CITY OF PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES NOVEMBER 13, 2006

PT: 8126582 (23XCT4011.DOC)

**ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Emilio Barberá-Guillem, the undersigned

Hereby sells, assigns and transfers to Bio-Pixels Ltd.

a company of the State of Ohio, having a place of business at 575 McCorkle Boulevard, Westerville, Ohio, 43082-8888, its successors, assigns and legal representatives, 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: Fluorescent ink compositions comprising functionalized fluorescent nanocrystals and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agrees that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, 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 said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenants with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date 05 January 2001

  
\_\_\_\_\_  
Emilio Barberá-Guillem

Received Time Mar. 15. 6:33AM

RECORDED: 05/27/2005

PATENT  
REEL: 016285 FRAME: 0370