

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Tobin Hellyer	08/02/2005
Thomas Fort	08/03/2005
Ray A. McMillian	08/03/2005

RECEIVING PARTY DATA

Name:	Becton, Dickinson and Company
Street Address:	1 Becton Drive
City:	Franklin Lakes
State/Country:	NEW JERSEY
Postal Code:	07417

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11114952

CORRESPONDENCE DATA

Fax Number: (212)415-8701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: New York, NEW YORK 10281-2101

NAME OF SUBMITTER:

Michael Willis

Total Attachments: 5

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ASSIGNMENT

Serial No.: 11/114,952
Filed: April 25, 2005

Serial No.: 60/564,926
Filed: April 23, 2004

WHEREAS, TOBIN HELLYER, residing at 2133 Fridinger Mill Road, Westminster, MD 21157 citizen of Great Britain, THOMAS FORT, residing at 1278 Glatco Lodge Road, Hanover, PA 17331, US citizen, and RAY A. MCMILLIAN, residing at 714 Lester Drive, Timonium, MD 21093, US citizen (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:

***USE OF AN EXTRACTION CONTROL IN A METHOD OF EXTRACTING
NUCLEIC ACIDS***

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

WHEREAS, BECTON, DICKINSON AND COMPANY, a corporation of New Jersey, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest therein.

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the premises and in acknowledgment, confirmation and performance of obligations which arose out of the terms and conditions of Assignors' employment by Assignee at the time the invention was made, and other valuable considerations to them, the receipt and sufficiency of which are hereby acknowledged, Assignors have assigned, and transferred, and do hereby assign, and transfer unto said Assignee the 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, provisionals, conversions of provisionals and continuations or continuations-in-part, thereof, and in and to all Letters Patents, 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 and Trademarks of the United States to issue said Letters Patent in accordance with this Agreement; and

For the consideration aforesaid, Assignors covenant and agree with said Assignee that they have a full and unencumbered title to the inventions and discoveries above

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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 of the inventions and discoveries or that may be necessary to vest in Assignee the complete title to the inventions and discoveries and patents hereby conveyed and to enable it to record title.

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IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals on the dates subscribed below.

Tobin Hellyer

TOBIN HELLYER

[First Inventor's Name]

DATE:

8/2/05

STATE OF Maryland

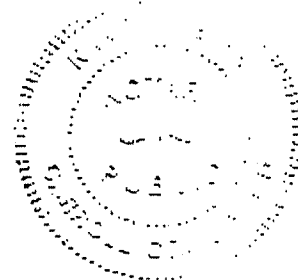
ss:

COUNTY OF Carroll

BE IT REMEMBERED, that on this 2nd day of August, 2005, before me, a Notary Public, personally appeared [Insert First Inventor's Name], who I am satisfied is the person named in and who executed the foregoing instrument in my presence, I and having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

Nancy J. Euse
Notary Public

My Commission Expires: 6/1/09



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IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals on the dates subscribed below.

Thomas Fort

THOMAS FORT

[Second Inventor's Name]

DATE: Aug. 3, 2005

STATE OF Maryland
COUNTY OF Carroll ^{SS:}

BE IT REMEMBERED, that on this 3rd day of August, 2005, before me, a Notary Public, personally appeared ~~[Insert Second Inventor's Name]~~, THOMAS FORT, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, I and having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

Nancy J. Euse
Notary Public

My Commission Expires: 6/1/07

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IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals
on the dates subscribed below.

RAY A. McMILLIAN *ray a. m. miller*
[Third Inventor's Name]

DATE: 8/3/05

STATE OF Maryland)
COUNTY OF Carroll) ss:

BE IT REMEMBERED, that on this 2nd day of August,
2005, before me, a Notary Public, personally appeared [Insert Third Inventor's Name],
who I am satisfied is the person named in and who executed the foregoing instrument in
my presence, I and having first made known to him/her the contents thereof, he/she did
acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act
and deed for the uses and purposes therein expressed.

Nancy J. Eure
Notary Public

My Commission Expires: 6/1/09

