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FORM PTO-1595  
1-31-92  
Docket No. 38-7045872001  
(11.057011)

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103134777

To the Honorable Commissioner of Patents and Trademarks, 103134777 and original documents or copy thereof.

1. Name of conveying party(ies):  
Douglas A. Tenney  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party:  
Name: Cytoc Corporation  
Internal Address: 250 Campus Drive

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: December 1, 2005

City: Marlborough State: MA Zip: 01752  
Street Address: 250 Campus Drive  
City: Marlborough State: MA Zip: 01752  
Additional name(s) & address(es) attached?  Yes  No

113010 U.S. PTO  
11/29/2005  
120105

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: Herewith  
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: David T. Burse  
Internal Address: BINGHAM McCUTCHEN LLP  
Three Embarcadero, Ste 800  
San Francisco, CA 94111-4067

6. Total number of applications and patents involved: \_\_\_\_\_  
7. Total fee (37 CFR 3.41): \$ 40.00  
 Paid with this authorization to charge the above fee  
 Charge this Deposit Account if any additional fee is required  
8. Deposit Account Number: 50-2518 Bingham McCutchen

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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.  
Gerald Chan  
Gerald Chan, Reg No. 51,541  
Date: 12/1/05  
Total number of pages including cover sheet: 3

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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, Douglas A. Tenney, citizen of United States of America (hereinafter referred to as "ASSIGNOR"), has invented and owns a certain invention entitled **FLUID LEVEL REGULATOR** for which application for Letters Patent of the United States of America has been executed herewith; and

WHEREAS, **Cytc Corporation**, a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at 250 Campus Drive, Marlborough, Massachusetts 01752 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

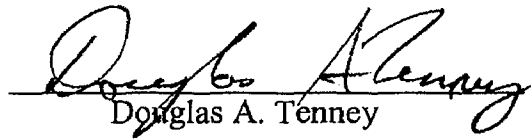
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has

been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Dec 1, 2005  
Date

  
Douglas A. Tenney