

12-27-2005

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103147854

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):

B. C. Smith

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): November 11, 2005

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: AMGEN INC.

Internal Address:

Street Address:

One Amgen Center Drive

City: Thousand Oaks

State: California

Country: United States of America Zip: 91320-1799

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/910,064

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David C. Read
MARSHALL, GERSTEIN & BORUN LLP
Internal Address: Atty. Dkt.: 01017/39464A
Street Address: 233 S. Wacker Drive, Suite 6300
Sears Tower

City: Chicago

State: IL Zip: 60606-6357

Phone Number: (312) 474-6300

Fax Number: (312) 474-0448

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
Authorized User Name

9. Signature:

Meggan F. Duffy
Signature

December 19, 2005

Date

Meggan F. Duffy - 46,674
Name of Person Signing

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

3

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: December 19, 2005

Signature: *Meggan F. Duffy* (Meggan F. Duffy)

12/23/2005 ECOOPER 00000182 10910064

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40.00 OP

PATENT
REEL: 017381 FRAME: 0982

ASSIGNMENT

Whereas, I, B. Cameron Smith, 5425 Ballard Avenue NW, #2, Seattle, Washington 98107

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

TOOL FOR USE WITH A MEDICATION VIAL AND/OR A SYRINGE

which is found in:

- ☐ (a) the US Patent Application executed on even date herewith; [which claims the benefit of U.S. Provisional Application No. _____ filed _____.]
- ☐ (b) the US Patent Application executed on _____ [which claims the benefit of U.S. Provisional Application No. _____ filed _____.]
- ☒ (c) US Application Serial No.: 10/910,064 filed on August 3, 2004
which claims the benefit of U.S. Provisional Application No. 60/499,829 filed September 3, 2003.
- ☐ (d) US Patent No.: _____

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California, 91320-1799, wishes to acquire the entire interest in all inventions disclosed in such Application:

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") my entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

Further, I hereby sell, assign, transfer, and set over unto AMGEN my entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by me or at my direction or deposited on my behalf by AMGEN, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, my unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

I authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to AMGEN as assignee of the entire right, title and interest therein and thereto.

For myself and for my legal representatives, I covenant and agree with AMGEN that I have not granted to any others any license to make, use or sell any such inventions, that my right, title and interest in such inventions has not been encumbered, that I have good right and title to sell and assign the same, and that I will not execute any instrument in conflict herewith.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with AMGEN that upon request I and they will: (i) execute continuing, divisional, or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigation; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of A,AMGEN.

In Witness Whereof I have executed this assignment on the 11 day of November, 2005.

B. Cameron Smith
(Name of Inventor)

[Signature]
(Signature of Inventor)

UNITED STATES OF AMERICA

State of Washington
County of King

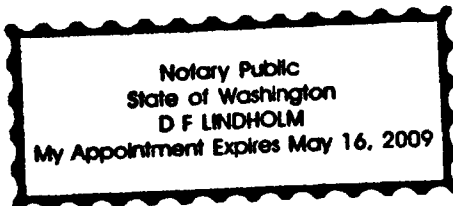
} ss:

November 11, 2005

Before me, a Notary Public for the State of Washington, personally appeared

B. Cameron Smith

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires

5/16 2009