

12-30-2005

FORM PTO-1595
1-31-92
Docket No. 38-7047972001
(11.069011)

RECORD



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To the Honorable Commissioner of Patents and Trademarks. Please record this document and all other related documents or copy thereof.

12-20-05

1. Name of conveying party(ies):
Scott Wolpert and David Zahniser
Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 19, 2005

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

113243 U.S. PTO
11/31/3365



122005

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: December 20, 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: David T. Burse
Internal Address: BINGHAM McCUTCHEN LLP
Three Embarcadero, Ste 1800
San Francisco, CA 94111-4067

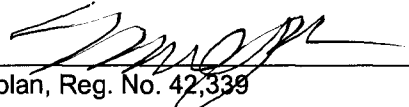
6. Total number of applications and patents involved: 1

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.


Date: December 20, 2005

Michael J. Bolan, Reg. No. 42,339

Total number of pages including cover sheet: 3

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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, We, Scott Wolpert and David Zahinser, citizens of United States of America (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled **MICROSCOPE WITH LED ILLUMINATION SOURCE** 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, ASSIGNORS hereby sell, assign, transfer and set 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 ASSIGNORS hereby authorize and request 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.

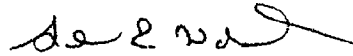
ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has

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

ASSIGNORS further covenant 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 ASSIGNORS 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.

12/19/05

Date



Scott Wolpert

12/19/05

Date



David Zahinser