PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|----------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT | |

CONVEYING PARTY DATA

| Name | Execution Date | |
|----------------|----------------|--|
| Henry J. Smith | 04/26/2006 | |
| Asad Zaidi | 04/26/2006 | |

RECEIVING PARTY DATA

| Name: | Epinex Diagnostics, Inc. | |
|-----------------|--------------------------|--|
| Street Address: | 2815 McGaw Avenue | |
| City: | Irvine | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92614 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 10538392 |

CORRESPONDENCE DATA

Fax Number: (949)253-0902

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ATTORNEY DOCKET NUMBER: 51328-00001

NAME OF SUBMITTER: Louis C. Cullman

Total Attachments: 2

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PATENT REEL: 017540 FRAME: 0143

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ASSIGNMENT

WHEREAS, WE, Henry J. Smith, residing at 30088 Ynez Road, Temecula, CA 92592 and Asad Zaidi, residing at 8 Figaro, Irvine, CA 92606 have invented certain new and useful inventions disclosed in an application for United States Letters Patent entitled "RAPID TEST FOR GLYCATED ALBUMIN" also known as U.S. Patent Application No. 10/538,392 filed on June 9, 2005, PCT/US2004/031202 filed on September 22, 2004, and U.S. Provisional Application No. 60/505,392 filed on September 23, 2003 and executed by us on even date herewith;

AND WHEREAS Epinex Diagnostics, Inc., a corporation organized and existing under the laws of <u>CALIFORNIA</u>, having a place of business at 2815 McGaw Avenue, Irvine, Ca 92614 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said inventions, and said application and all divisions, continuations and continuationsin-part thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, all national and regional applications deriving therefrom, and all subsequent patents and divisional patents, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, continuations-in-part, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said inventions in any foreign countries; and we 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 on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

PATENT REEL: 017540 FRAME: 0144 AND WE HEREBY further covenant and agree that we will communicate to ASSIGNEE any facts known to us respecting said inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

| IN TESTIMONY WHEREOF, I hereunder s | set my h | and this day | of, 20_ | |
|---|----------------------|---|---|-----------------|
| DATED at | _, this _ | day of | , 20 | |
| | | 10 | 00, | 6 |
| | | Henry J. Smith Assignor | 1/ gm | 27 |
| STATE OF CALIFORNIA) | | _ | | |
| COUNTY OF CALCO | | | | |
| On this 26 day of APLIC 20, to me known or proved on the basis name is subscribed to the foregoing executed the same. ZACHARY T. GRAVES Commission # 1579667 Notary Public - California Orange County My Comm. Expires May 17, 2009 IN TESTIMONY WHEREOF, I hereunder | of satis | ifactory evidence ent and acknow Notary | e to be the person ledged to me that | whose he/she |
| DATED at | _, this _. | day of | , 20_ | 2 |
| STATE OF CALIFORNIA) SS. COUNTY OF ALGE) On this 26 day of APLICA | | Asad Zaidi Assignor | ly appeared A SAO | 2101 |
| on this <u>retail</u> day of <u>retail a</u> to me known or proved on the basis name is subscribed to the foregoing executed the same. | of satis | sfactory evidenc | e to be the persor |) whose |

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RECORDED: 04/27/2006

ZACHARY T. GRAVES

Commission # 1579667
Notary Public - California
Orange County
My Comm. Expires May 17, 2009

PATENT REEL: 017540 FRAME: 0145

Notary Public